

## 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	Originator Name	Telephone	Date	Signature of Application Author
38	Carleton Nolan	(312) 744-396	3 4/9/2021	7. 2
Contract Liaison	Email Contract Liaison	Telephone		2
Diana Ballesteros	diana.ballesteros@cityofc hicago.org	(312) 744-753	35	4/9/2021
List Name of NCRB Att	tendees/Department			
Carleton Nolan				
Diana Ballesteros				
Gary Bell				
Request NCRB review	be conducted for the product(s)	and/or service	e(s) described here	ein,
Company: Motorola So	olutions, Inc			
Contact Person:	Phone:		Email:	
Tom Horbinski	(262) 67	9-3209	tom.horbinski@mo	otorolasolutions.com
departments. Streets a Department utilizes the critical component of the	appication for CityWorks to as:	tions for aband sist with Asset citizens to sub	loned tows and ve Management and omit service reque	hicles under CSR. The Avaitation Word Order Management. ChiText is a st for certain types. The Administrative
This is a request for:				
☐ New Contract			nt / Modification	
Contract Type		Type of Modi	fication	
☐ Blanket Agreement	Term: (# of mo)		nsion 🖂 Ve	ndor Limit Increase 🗌 Scope Change
☐ Standard Agreemen	t	Contract Num		
		Specification I	Number: B0205	6214
		Modification N	lumber: <b>9</b>	
Department Request	Approval	Reco	mended Appr	oval
David Q. Re	unolds QSB NOISE		16.11	JUL 0 7 2021
DEPARTMENT MEAD OR	4/3/20		James 1	ale .
David J. Reynolds	DESIGNEE DATE	BOAL	D CHAIRPERSON	DATE
			reven M.	Lobodo
PRINT NAME		PRIN	TNAME	
(FOR NCRB USE ONL	.Y)		^	
Recommend Approval/Date:		N ⊔ f	proved	Rejected
Return to Department/Date:		1	211	) IIII A PLANA
				JUL 0 7 2021
Rejected/Date:		LL CHIE	PROCUREMENT OF	FFICER DATE
	r	JOHN STA	1 SOUTH ENTER OF	() 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

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 extesnsions. 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 agreesment 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 rontact renter licenses to the contr.,t.

In May 2012, Connecated 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 NLRB approved a 1-year extension and increase in vendor limit increase.

In November 2014 NCRB approved a 3-year extension and vendo 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 of our IT assessment process.
- 6. There is currently an ongoing IT assessment and we will be able to make a determination once the IT assessment is complete.

#### □ ESTIMATED COST

- 1. \$11,666,057.50 needs to be added to the vendor limit increase and time extension to cover license fees, maintenance and support for a 5-year period 9/1/2021 thru 8/31/2026. The funding source will be corporate funds confirmed by the 2021 and 2022 budgets.
- 2. Fiscal Year 2022: \$2,333,211,50

Fiscal Year 2023: \$2,333,211.50

Fiscal Year 2024: \$2,333,211.50

Fiscal Year 2025: \$2,333,211.50

Fiscal Year: 2026: \$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.



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

- 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.

#### SCHEDULE REQUIREMENTS

- 1. Based on the previous extension options the contract will expire on 8/31/2026.
- 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 through 8/31/2026.
- 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 schedulfing, 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	

Page 3 of 3 April 2013



# 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).
- 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.
- 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**

- 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 <u>Temporary Consulting Services Form</u>.
- 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

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.

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Date: 09-APR-21			participa	te on the b	lanket agreen	nent. If ora	int funded, a	allach copy.	of the approv	ed grant at	oplication and	no may want to other terms and ividual Contract
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Requisition No: 394551	Specification No B020562				s form, I ed is true an			<u> </u>	_3			
PO No: T26138	Modification No		Project Title:		-1-,10,000,000		an <del>orte (1</del> 761) e		111 11. 11. 11. 11. 11. 11. 11. 11. 1		- 1 pt 1-404 pt	
Contract Liaison: Diana Ballestero	s		NCRB	Requ	est for	Time E	Extensi	on and	l Vendo	r Limit	Increas	e
Telephone: x4-7535			Project Descrip	tlon:							***********	
Email: diana.ballestero		ago.org	IT Sof	tware	& Profe	ssiona	l Servi	ces for	· 311 Sy	/stem		
Project / Program Manager Carleton Nola										*****		
Telephone: x4-3963	× 41 =	1 5	Fundin X Corpo		- Bond		Ente	erprise	Grant	T	Other:	
Email: Carleton.Nolan	@citvofchic	ago.org	□IDOT/		DOT/	Highway	FHV	VA	FTA		FAA	
Check One:			LINE	FY	FUND	DEPT	ORGN 2145	WPP 6	PROLZ	PROJEC		ESTDOLLAR AMOUNT
New Contract		SP SILVER	1	021	0100	38	1	0138	0	0	0	\$11,666,057.50
Project Program Menage	u.		2	021	0100 chase Or	38	2005	0138	0	0	0	-0-
Purchase Order I Contract Term (No. o Extension Options Estimated Spend/V	Reynold nformation: f Months): (Rate of Recurrence)	242 m	758 onths n/a 886,209.14	Proc	Blanket/Pur Master Con Standard/O curement M id RF Small Order	sultant A ne-Time flethod:	greement Purchase	(Task Or	der) 🗵	Request formation	pelitive Reviev or Individual C n Technology	w Board (NCRB) Contract Services Governance
Grant Commitment	/ Expiration Da	te:		Con	tract Typ	e:						
Pre-Bid/Submittal C	onference: Site Visit	Yes 🔀	No	⊠P	rchitect En rofessional /ork Servic	Services	Rev	mmodily renue Ger nt Procure		🗍 Vehic	truction □ le & Heavy ence Contra	
Modification		nt		Mod	ification/	Amendr	nent Typ	oe:		Mar = 4		
Modification Information PO Start Date: 8/31/ PO End Date: 8/31/2 Amount (Increase/Reduct	19 6  on): \$11,666,05			☒∨	lme Extens endor Limi ther (specif	t Increase	-	•	inge/Price i Encumbra			Line Item(s)
MBE/WBE/DBE Anal Setting Memo)	ysis: (Altach MB	E/WBE/DB	E Goal	524		F-10-11-11-0						
∏ Full Compliance     ☐ No Stated Goals	Contract Waiver F	Specific Ge Request	oals		or Info: <sub>me:</sub> V	lotorola	Inc FK	A Sunc	oast		NA HOTOLOGIC	****************
Risk Managemer	t / EDS				-	om Hor	binski		nussa essues			
Insurance Requiremen	its (included)	✓ Yes	☐ No			393 E Alg	onquin Rd	I., Schaum	nburg, IL 60	0016		
EDS Certification of Fi	lling (included)	✓ Yes	∏ No	E-n	nail: To	om.Horb	inski@m	notorolas	olutions.c	com		
				Pho	one: (2	(62) 67	9-3209					
												*************



#### DEPARTMENT OF ASSETS, INFORMATION & SERVICES

#### MEMORANDUM

TO:

Shannon Andrews

Chief Procurement Office

Department of Procurement Services

From:

David J. Reynolds

Commissioner

Department of Assets, Information and Services

DATE:

April 9, 2021

RE:

IT SOFTWARE & PROFESSIONAL SERVICES FOR 311 SYTEM

Request for NCRB Approval for Vendor Limit Increase + Time Extension

RX No.: 394551 / Specification No.: B02056214

**MOTOROLA INC FKA SUNCOAST** 

Current/Expiring Contract Number: PO T26138

Original Start Date: 08/31/2001 Original End Date: 08/31/2004 Current End Date: 08/31/2019 Current End Date: 08/31/2021

The Department of Assets, Information and Services (AIS), Bureau of Information Technology (BoIT) is requesting an additional time 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 8/31/2021.

BoIT implemented the 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 five-year term with a vendor limit increase of \$11,666,057.50 to the current \$40,220,151.64 contract limit. It is also requested that this additional extension includes two (1) year Contract extension options.

(cont'd)

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, First Deputy Chief Information Officer, Gary Bell, Contracts Administrator, and Diana Ballesteros, Contracts Coordinator will be the primary representatives at the NCRB meeting.

Please contact Diana Ballesteros at x4-7535, <u>Diana Ballesteros@cityofchicago.org</u> for additional information required from AIS in expediting this request.

#### Attachments

CC:

**NCRB** 

J. O'Brien/DPS

S. Blakemore/AIS

G. Bell/AIS

C. Nolan/AIS

D. Ballesteros/AIS

#### **Purchase Request Summary**

Procurement Type:

**Sole Source** 

Purpose of Request:

Vendor Limit Increase & Time Extension

Project Description:

IT SOFTWARE & PROFESSIONAL SERVICES FOR 311 SYSTEM

Vendor Name:

MOTOROLA INC FKA SUNCOAST

Lead Department:

Bureau of IT

User Department:

Bureau of IT

User Contact:

Carleton Nolan (312) 744-3963

Contract Start/End Date:

08/31/2001 - 08/31/2026

**Estimated Cost/Contract** 

Value:

\$51,886,209.14

Duration of Term (months): 60 months

Extension Options;

Three one (1) year extensions

Exercised Extension Term:

3 years

Price Adjustment/VLI

(Include supporting details): \$11,666,057.50

Funding Source:

2021 funding TBD

Need By Date:

9/1/2021

City of Chicago June 20, 2011

Sec	tion I: General Contract Information
Department Name	AIS, Bureau of Information Technology
Department Contact Name	Carleton Nolan
Department Contact Number	312-744-3963
Department Contact Email	Carleton Nolan
Contract Number	T26138
Contract Subject Name	Request for VLI + TE for PO T26138 / Motorola Inc FKA Suncoast IT Professional Services for 311 System
Contract Initiation Date	31-AUG-2001
Original Contract Amount	\$ 5,024,956.00
Original Contract Expiration Date	31-AUG-2021
Budgeted amount for current year	DUR
Year to date expenditure	\$ 39,168,539.24
Are funds X Operating Capi	talTIF Grant
What is the funding strip?	
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes, affected departments have the funds to support this request.
If no, what is the plan to address the short fall?	Application support will not exist, and critical operations will be affected.
S	ection II: Contract Modifications
Complete this section if you are modifying	ng the value of an existing contract.
Contract Value Increase	\$11,666,057.50
New total contract amount	\$51,886,209.14
New contract expiration date	31-AUG-2021
Goods/services provided by this contract	IT Professional Services

City of Chicago June 20, 2011

Justification of need to modify this	Motorola Solutions is a critical application for several departments.
contract	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 ARMS
	component to track court assignments and outcomes for notice of
	violations.
Impact of denial	City services would be impacted as these are customized applications
	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.
Section III. Issue a Re	equest for Services to a Master Consulting Agreement
Complete this section if you want to issu	ue a request for services to a Master Consulting Agreement
Value of planned task order request	N/A
Expiration date of planned task order request	N/A
Scope of services	N/A
Justification of need to issue request for services	N/A
	N/A N/A
for services Impact of denial	
for services Impact of denial	N/A
for services  Impact of denial  Section IV: Assessr	N/A ment of Office of Budget and Management Analyst



#### DEPARTMENT OF ASSETS, INFORMATION & SERVICES

#### MEMORANDUM

TO:

Jacquelyn Charleston

Deputy Commissioner Procurement Services

ATTN:

Gwendolyn Smith

Staff Assistant

**Procurement Services** 

FROM:

Diana Ballesteros

**Contract Coordinator** 

Assets, Information and Services

DATE:

April 27, 2021

RE:

Recommended M/WBE Participation Levels for NCRB Request for Motorola Inc. / PO

T26138 Time Extension and Vendor Limit Increase

Specification B02056214 Requisition No. 394551

Based on the outlined scope of services for NCRB Request for Motorola TE and VLI request, AIS has identified one (1) corresponding commodity items from the *North American Industry Classification* used by the City. These commodity items were then compared against currently certified vendors in the City's M/WBE directory as of this memo's date:

Code Type	Code	Description	MBE	WBE
NAICS	541511	Custom Computer Programming Services	80	34
		TOTAL	80	34

The two right-hand columns indicate the actual number of current MBE or WBE vendors that have received certifications comparative to this RFP's scope. We found a total of 114 in the skilled classifications and have determined that there are enough MBEs and WBEs in this industry to set the utilization goals at 25% MBE and 5% WBE or be issued as Target Market bid. A listing of the firms is included with this memo.

If further information is required, please feel free to contact me at x4-7535 and <a href="mailto:Diana.Ballesteros@cityofchicago.org">Diana.Ballesteros@cityofchicago.org</a>. Thank you for your consideration of this recommendation.

CC:

J. O'Brien/DPS

T. Hinton/DPS

C. Nolan/AIS

#### **Certified Directory**

As of 4/27/2021 1:30:37 PM

Results filtered by search parameters

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

No	Company Name	City	State	Zip	<b>Certification Type</b>
1	A1PLUSSOFT, INC	NAPERVILLE	IL	60564	MBE
2	Absolute Informatics Inc	BOLINGBROOK	IL	60490	MBE
	AGB Investigative Services, Incorporated	Chicago	IL	60643	MBE
3					
	AGEATIA TECHNOLOGY CONSULTANCY	SCHAUMBURG	IL	60173	MBE
4	SERVICES INC				
5	ALC Enterprises, Inc	Chicago	IL	60601	MBE
6	ALC Enterprises, Inc	Chicago	IL	60601	WBE
7	ALIS Consulting Services LLC	Chicago	IL	60654	MBE
8	Alligator Computer Systems, Inc.	Chicago	IL	60606	MBE
9	American Resource Solutions, Inc	Aurora	IL	60506	MBE
10	APTUDE, INC.	Lisle	IL	60532	MBE
11	AQL Technologies Inc.	Park Ridge	IL	60068	MBE
-	Aura Innovative Technology, Inc.	Chicago	IL	60604	MBE
13	Bilingual Communications, Inc.	Chicago	IIL	60646	MBE
	Blue Ocean Logic, Inc.	Chicago	IL	60601	MBE
	Blue Ocean Logic, Inc.	Chicago	TIL.	60601	WBE
_	CANETE MEDINA CONSULTING GROUP INC.	EVANSTON	IL.	60204	MBE
16			"-	00204	WIDE
	CANETE MEDINA CONSULTING GROUP INC.	EVANSTON	IL	60204	WBE
17	es were meaniful consistent and of me.	LVANSTON	3.85	00204	VVDC
	Certified System Solutions, Inc.	Chicago	IL	60659	MBE
-	Chicago Advisors LLC	wilmette	IL.	60091	MBE
_	Chicago Advisors LLC	wilmette	IL.	60091	WBE
-	Citta Partnership LLC	Chicago	IL	60660	MBE
-	Citta Partnership LLC	Chicago	IL.	60660	WBE
_	Cloud 9 Infosystems, Inc.	Downers Grove	IL	60515	MBE
_	Cloud 9 Infosystems, Inc.	Downers Grove	IL	60515	WBE
	Computer Package Consultants, Inc.	Wheaton	i.	60189	WBE
	Computer Resource Solutions, Inc.	Itasca	IL.	60143	MBE
	Crisp Consulting LLC	Indian Head Park	IL.	60525	WBE
	Cumberland Irving, Inc.	Chicago	IL	60647	MBE
-	Cumberland Irving, Inc.	Chicago	IL.	60647	
$\overline{}$	Cyberbridge International, Inc.	Schaumburg	IL	60173	MBE MBE
$\overline{}$	Cyberbridge International, Inc.	Schaumburg	-		
	Data Products LLC	Chicago	IL	60173	WBE
$\overline{}$	Data Products LLC	Chicago	IL	60611	MBE
$\overline{}$	dEscoto Inc.		IL	60611	WBE
$\rightarrow$	Diversified Business Development Group	Chicago	IL "	60611	MBE
35		CALUMET CITY	IL	60409	MBE
_	Dyer Design Studios Inc	Manage (III.)	H	COLCA	11/05
-		Naperville	IL	60564	WBE
	Dynamic Enterprise Solutions, Inc.	Rolling Meadows	IL II	60008	MBE
	Dynamic Enterprise Solutions, Inc.	Rolling Meadows	IL 	60008	WBE
	ELECTRONIC KNOWLEDGE INTERCHANGE	CHICAGO	IL	60603	MBE
_	COMPANY Enget Technologies Inc.	Aulia atau III I I	H., H	50533	
	Epcot Technologies Inc	Arlington Heights	IL I	60005	MBE
-	ERP Global Systems Inc.	Schaumburg	JL.	60193	MBE
_	Evanston Technology Partners, Inc.	Chicago	IL	60615	MBE
	Galvan and Associates, LLC	Hinsdale	IL	60521	MBE
	Gas Ops IQ, Inc.	Schaumburg	IL	60173	MBE
45	Globetrotters International, Inc.	Chicago	1L	60606	MBE

GMS Consulting, Inc.	Chicago	I IL	60010	WBE
	Palatine		-	MBE
	Glen Ellyn		_	MBE
			-	MBE
		IL		WBE
			$\rightarrow$	MBE
+			-	MBE
				MBE
JIL Software Solutions, LLC			-	MBE
	WESTCHESTER		-	WBE
	Naperville			MBE
Kalint Solutions Inc		_		WBE
Kristine Fallon Associates, Inc		IL	-	MBE
Learnwise LLC		IL.	-	WBE
Level-(1) Global Solutions, LLC		IL	60606	MBE
			-	MBE
		_	-	MBE
3	Glenview	IL	-	MBE
		_	-	WBE
	SCHAUMBURG	_	_	MBE
		-	-	WBE
		_	-	MBE
			-	WBE
		_		MBE
		_		MBE
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		+	-	MBE
				MBE
			-	WBE
		+	-	MBE
		-	-	MBE
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				WBE
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				MBE
		_	-	WBE
		_	-	MBE
		_		MBE
		_		
				MBE
		_		WBE
		-		MBE
The Cervantes Group		_		MBE
	Chicago	IL.	60611	WBE
The MIS Department Inc	Chicago	IL	60647	MBE
The MIS Department, Inc.	_			
The Working Set, Inc.	Glenview	IL	60025	WBE
The Working Set, Inc. ThinkBox312	Glenview Chicago	IL	60637	MBE
The Working Set, Inc. ThinkBox312 Total Response Technology, LLC	Glenview Chicago Highland Park	IL IL	60637 60035	MBE MBE
The Working Set, Inc. ThinkBox312	Glenview Chicago	IL	60637	MBE
	GMS Consulting, Inc.  III Solutions, Inc.  Innovative Systems Group, Inc.  Innovative Werks, Inc.  Instant Technology, LLC  Integrative Systems, Inc.  IT People Network LLC  IT Resonance Inc  JIL Software Solutions, LLC  JIL Software Solutions, LLC  Kalint Solutions Inc  Kalint Solutions Inc  Kristine Fallon Associates, Inc  Learnwise LLC  Level-(1) Global Solutions, LLC  Libsys, Inc  M2I Consulting Inc  MaeTech Inc.  Megacorp Business Consultants Co.  MIRAGE SOFTWARE INC.,  MJW Technology Solutions, Inc.  NJW Technology Solutions, Inc.  Panacea Group LLC  PBM Group, LLC  PR3 Systems, Inc.  Precision Business Solutions Inc  Precision Business Solutions Inc  Ravenswood Special Events, Inc.  Ricketts Consulting LLC  Ricketts Consulting LLC  Ricketts Consulting LLC  Ricketts Consulting LLC  Sol F Software Solutions, Inc.  S & F Software Solutions, Inc.  Solul & CAMERON INC  SOLAI & CAMERON INC  SystemDomain Inc  TALENCE INC.  The Cervantes Group	III Solutions, Inc. Innovative Systems Group, Inc. Innovative Werks, Inc. Instant Technology, LLC Integrative Systems, Inc. IT People Network LLC IT Resonance Inc III Software Solutions, LLC III Software Solutions, LLC III Software Solutions Inc Kalint Solutions Inc Kristine Fallon Associates, Inc Learnwise LLC Level-(1) Global Solutions, LLC Libsys, Inc M2I Consulting Inc M2I Consulting Inc M6IRAGE SOFTWARE INC., M1RAGE SOFTWARE INC., M1RAGE SOFTWARE INC., SCHAUMBURG NJW Technology Solutions, Inc. Chicago Panacea Group LLC PBM Group, LLC PR3 Systems, Inc. Prado Consulting, Inc Precision Business Solutions Inc Robert George Park Ravenswood Special Events, Inc. Chicago Ricketts Consulting LLC Ricago Rudd Resources LLC Chicago Rudd Resourc	III Solutions, Inc.   Palatine   II.	III Solutions, Inc.

104	Trinuc LLC	Palatine	IL	60074	WBE
105	UC Interlink, Inc.	Chicago	IL	60611	MBE
106	Unison Consulting, Inc.	Chicago	IL	60601	MBE
107	Vélan Solutions, LLC	Schaumburg	IL	60173	MBE
108	Verge Studios, LLC	Chicago	IL	60642	MBE
109	VIVA USA INC	ROLLING MEADOWS	IL	60008	MBE
110	VIVA USA INC	ROLLING MEADOWS	IL	60008	WBE
111	Wedgeworth Business Communications	Forest Park	IL	60130	MBE
112	Wedgeworth Business Communications	Forest Park	IL	60130	WBE
113	Wonomi Group, Inc.	Naperville	IL	60540	MBE
114	Wynndalco Enterprises, LLC	Chicago	IL	60601	MBE

Generated from the B2Gnow System.



April 27, 2021

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 Enterprise 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 municipal codes and business processes.

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 PremierOne Customer Service Request (P1 CSR) for the Bureau of Traffic Services vehicle management system, which includes P1 CSR Mobile for field automation and integration with AHMS for adjudication of impounded vehicles. P1 CSR has a highly configurable workflow engine that is being leveraged to support the complex business processes at the Bureau of Traffic Services.

Motorola Solutions is the only vendor that can support, maintain, and service P1 CSR and the Application Hub.

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

Sincerely,

Pat Hughes

Area Sales Manager, Chicago Government & Public Safety Motorola Solutions, Inc.

fat Hufes



April 27, 2021

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 Enterprise 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 customer service, 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,

Pat Hughes

Area Sales Manager, Chicago Government & Public Safety Motorola Solutions, Inc.

fat Hufes

#### 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 fort he 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%
٧.	Internet Truck/Use Permitting –	6%
vi.	Traffic Services Subsystem (CSR & AHMS) -	5%
vii.	Forestry Subsystem -	2%
viii.	CARTS Subsystem -	2%
İΧ.	Sewers Subsystem (deleted by Amendment 3) -	2%

x. Electricity Work Ticket -

- 1% 1%
- xi. Animal Care and Control (deleted by Amendment 3) -
- (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.

- 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)
- CSR Reports (as defined in Exhibit 1.4)
- iv. AHMS Subsystems
  - Traffic Services Amount Due Form and Report
     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:
  - 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	

Part Huges

**CSR Mobile** 

#### Exhibit 2.1

#### Statement of Work

At the request of the Customer, Vendor will provide additional Services within the scope of the Agreement that may include, according to the Customer's option at the time of the request, enhancing existing systems, customization services, hosting services, system testing, training and documentation. At the request and option of the Customer, Vendor will propose a systems and business strategy in order to produce business models, functionality recommendations, and a plan to enhance the Customer's Commercial Off-The-Shelf (COTS) Systems and/or Non-COTS Systems. Vendor will recommend the functionality required of the City Systems to ensure the City Systems comply with their business strategies. Vendor's recommendations may include, according to the Customer's option at the time of the request, new information systems, to serve the City Systems' current and future needs, while considering organizational, financial, and technical constraints, and include recommendations on improvements in business processes if appropriate.

Vendor will provide Programs, Services, Deliverables and all work under this Agreement pursuant to a formal, detailed description of such Program, Service, Deliverable or work required to complete the objectives in the form of a Work Order or Recurring Service Order.

#### 1.0 Work Order

The Work Order is intended for projects that contain performance of professional services. The Work Order shall reference the Agreement by the Specification Number, and will include a Request Date, Requested Start Date, and Estimated End Date. The body of the Work Order shall include the following information:

- Project Description An executive overview which distills some of the technical detail, and provides a high-level overview of the Program, Service or Deliverable
- Deliverable<sup>1</sup> Measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- Statement of Work<sup>2</sup> Narrative description of products or services to be supplied under contract that states the specifications or other minimum requirements; quantities; performance dates, times, and locations, if applicable; and quality requirements. Serves as the basis for the vendor's response and as a baseline against which the progress and subsequent contractual changes are measured during contract performance.
- Assumptions<sup>3</sup> Factors that are considered to be true, real, or certain and is often used as a basis for decision making.
- Period of Performance Includes estimated start date, and estimated project duration.
- Estimated Cost Dollar amount to accomplish project objectives.
- Signatures Work Order will be delivered with Vendor signature. Customer signature serves as agreement to proceed once a Release is issued.

CUM-4/9/2024

#### 2.0 Recurring Service Order

The Recurring Service Order is intended for procurement of services for a specified time period, such as managed hosting services. The Recurring Service Order shall reference the Agreement by the Specification Number, and will include a Service Start Date and Service End Date. The body of the Recurring Service Order shall include the following information:

- Description An executive overview which distills some of the technical detail, and provides a high-level overview of the Service.
- Service Level Agreement Details the required level of service provided by Vendor for managed hosting services.
- Assumptions<sup>3</sup> Factors that are considered to be true, real, or certain and is often used as a basis for decision making.
- Period of Performance Includes the term of the Service.
- Estimated Cost Quarterly or Annual dollar amount for Service.

#### 3.0 Release

Performance of the Work Order or Recurring Service Order will commence when Customer issues a Release that references the Agreement number, the Work Order number, and releases funds equal to the Estimated Cost provided in the Work Order or Recurring Service Order.

#### 4.0 Responsibilities

The Customer will:

- Provide a single point-of-contact who will act as Project Manager for each Work Order.
- Coordinate the schedule of work jointly with Vendor.
- Manage any subcontractors or other vendors required by the Customer to deliver the Customer's portion of the work plan
- Make documents of business processes available for Vendor review.
- Develop a system test plan.
- Accumulate all systems errors, malfunctions, discrepancies, and failures according to test procedures in the license agreements and communicate these to the Vendor in writing.
- Sign off on Production system and Accept Vendor delivered Products in writing on the Acceptance/Approval Form according to the License Agreement and contract terms and conditions.
- Approve invoices, in writing pursuant to the terms and conditions of this Contract.

 Pay approved invoices for deliverables and progress payments, in accordance with the contract terms and conditions.

#### The Vendor will:

- Review documents that are made available.
- Coordinate the schedule of work jointly with Customer.
- Attend scheduled project meetings and other coordinated meetings at the Customer's request.
- Participate in Acceptance testing of the modified and/or customized Software modules and the Production system, if required.
- Resolve systems errors, malfunctions, discrepancies and failures communicated to the Vendor according to the license agreement.
- Invoice for progress payments and deliverables.



## **SCHEDULE C-1**

## FOR NON-CONSTRUCTION PROJECTS ONLY

#### MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: IT SOFTWARE & PROFESSIONAL SERVICE Specification No.: T26138
From: Quantum Crossings (Name of MBE/WBE Firm)
To: Motorola Solutions, Incand the City of Chicagoand the City of Chicago.
The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."
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 MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Technology Hardware and Software Services
The above described performance is offered for the following price and described terms of payment:
\$1,690,000 16.9% indirect participation DUR
SUB-SUBCONTRACTING LEVELS  A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.  O
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.
The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.  October 15, 2020 (Signaphre of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)
Roger J. Martinez/President 7 CEO (Name/Title-Please Print)
rmartinez@quantumcrossings.com 312-961-8711 (Email & Phone Number)



#### TONI PRECKWINKLE

PRESIDENT

Cook County Board

of Commissioners

BRANDON JOHNSON

DENNIS DEER 2nd District

BILL LOWRY 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

DONNA MILLER 6th District

ALMA E. ANAYA 7th District

LUIS ARROYO, JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

BRIDGET DEGNEN 12th District

LARRY SUFFREDIN 13th District

SCOTT R. BRITTON 14th District

KEVIN B. MORRISON 15th District

> FRANK AGUILAR 16th District

SEAN M. MORRISON 17th District OFFICE OF CONTRACT COMPLIANCE

#### **EDWARD H. OLIVIERI**

DIRECTOR

118 N. Clark, County Building, Room 1020 Chicago, Illinois 60602 (312) 603-5502

August 4, 2020

VIA EMAIL ONLY: rmartinez@quantumcrossings.com

Mr. Roger Martinez, President & CEO Quantum Crossings, LLC 111 E. Wacker Drive Suite 990 Chicago, IL 60601

Re: Annual Certification Expires: August 4, 2021

Dear Mr. Martinez:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **August 4, 2021**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a "Recertification Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

8/4/2020 to 8/4/2021 75% EBE Credit:
Consulting: Technology Consulting Services
541512 Computer Hardware Consulting Services or Consultants;
Computer Systems Design Services; Network Systems Integration Design Services, Computer
541513 Computer Facilities Management Services;
Computer Systems Facilities (i.e., Clients' Facilities) Management and Operation Services

#### 8/4/2020 to 8/4/2021 100% MBE Credit:

Construction: General Contractor, Management, Power and Communication Transmission Line 236220 Commercial and Institutional Building Construction 237130 Construction Management, Power and Communication Transmission Line

Your firm's participation on Cook County contracts will be credited toward MBE goals in your area(s) of specialty at the percentages listed above. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE goals will be given only for work performed in the specialty category.

💲 Fiscal Responsibility 🖣 Innovative Leadership 🌑 Transparency & Accountability 🔯 Improved Services

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri

Contract Compliance Director

EHO/ek



#### **SCHEDULE C-1**

## FOR NON-CONSTRUCTION PROJECTS ONLY

#### MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: IT SOFTWARE & PROFESSIONAL SERVICE Specification No.: T26138
From: City Lights LTD (Name of MBE/WBE Firm)
(Name of MDE/WBE Film)
To: Motorola Solutions, Inc. and the City of Chicago.  (Name of Prime Contractor)
The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."
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 MBE or WBE 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:
\$450,000 4.5% indirect participation DUR
A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.  O
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.
The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/protect ( ) Yes (X) No
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.
Signature of President/Owner/CEO or Authorized Agent of MBEAVBE ) (Date)
John Candelaria/Sr. Vice President (Name/Title-Please Print)
info@citylightsltd.com 773-626-9162 (Email & Phone Number)



#### DEPARTMENT OF PROCUREMENT SERVICES

#### **CITY OF CHICAGO**

NOV - 7 2017

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

Dear Jacqueline Hoffman:

We are pleased to inform you that City Lights, Ltd. has been recertified as a Women-Owned Business Enterprise ("WBE") and Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This WBE/MBE certification is valid until 11/1/2022; 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 11/1/2018, 11/1/2019, 11/1/2020 and 11/1/2021. 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 11/1/2022. 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 09/1/2022.

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.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE/MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or

File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

#### NAICS Code(s):

237310 - Highway, Street and Bridge Construction

238210 - Electrical Contractors

237130 - Power and Communication Line and Related Structures Construction – Electric Light and Power Plant (except hydroelectric) Construction; Construction Management, Power and Communication Transmission Line; Cable Laying (e.g. cable television, electricity, marine, telephone) including underground; Fiber Optic Cable Transmission Line Construction; Pole Line Construction; Underground Cable (e.g. cable television, electricity, telephone) Laying; Utility Line Construction

238110 - Poured Concrete Foundation and Structure Contractors – Concrete Finishing; Concrete Pouring; Concrete Repair; Concrete Pumping (i.e. placement); Footing and Foundation Concrete Contractors

Your firm's participation on City contracts will be credited only toward Women-Owned Business Enterprise and Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely

Rich Butler

First Deputy Procurement Officer

RB/kr





#### CERTIFICATE OF FILING FOR

#### CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

Date of This Filing:04/26/2021 01:38 PM

Original Filing Date: 04/26/2021 01:38 PM

Title:Account Manager

EDS Number: 162245

Certificate Printed on: 04/26/2021

Disclosing Party: Motorola Solutions, Inc

Filed by: Mr. Thomas Vedder

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 https://webapps1.chicago.gov/eds 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.

ACORD	

#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:	NAME:				
(A/C. No. Ext):	(866) 283-7122	[A/C, No.): (800) 363-0	105		
E-MAIL ADDRESS:					
	INSURER(S) AFFORDING COVE	NAIC#			
INSURER A:	Liberty Mutual Fire In	23035			
INSURER B:	urer B: Liberty Insurance Corporation				
INSURER C;	NSURER C: Lloyd's Syndicate No. 4711				
INSURER D:					
INSURER E:					
INSURER F:					
	CONTACT NAME: PHONE (AC.NO.EM): E-MAIL AODRESS: INSURER A: INSURER B: INSURER C: INSURER D: INSURER D: INSURER E:	CONTACT NAME: PHONE (A/C, No.Ext): (866) 283-7122  E-MAIL ADDRESS:  INSURER(S) AFFORDING COVI  INSURER A: Liberty Mutual Fire In INSURER B: Liberty Insurance Corp INSURER C: Lloyd's Syndicate No.  INSURER D: INSURER D: INSURER E:	CONTACT NAME: PHONE (ACC. No.Ext): (866) 283-7122  FAX (ACC. No.): (800) 363-0  E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A: Liberty Mutual Fire Ins CO INSURER B: Liberty Insurance Corporation INSURER C: Lloyd's Syndicate No. 4711  INSURER D: INSURER B: INSURER C: INSURER		

COVERAGES CERTIFICATE NUMBER: 570082411989 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS STORY OF THE POLICIES OF THE POLICY FERRING.

LIMITS SHOWN AND CONTRACT TO ANY DESCRIPTION OF THE POLICY FERRING. THE POLICY FERRI

^	X COMMERCIAL GENERAL LIABILITY	Y		TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							1)
A	AUTOMOBILE LIABILITY	Y		AS2-641-005169-010	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO						BODILY INJURY ( Per person)	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY  AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	WA764D005169080	07/01/2020	07/01/2021	X PER STATUTE OTH	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A	V	All Other States WC7641005169090	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	\$1,000,000
-	(Mandatory in NH)	N/A	<u> </u>	WI	01/01/2020	0,,01,2021	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
С	E&O-MPL-Primary			FSCE02000661	07/01/2020	07/01/2021	Each Claim Policy Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #T26138 - Software and Services Agreement. The City of Chicago is named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work with respect to the General Liability and Automobile Liability policies. With respect to the Workers Compensation policy, Motorola hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, or elected officials.

CERTIFICATE HOLDE	R
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#### **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS,

AUTHORIZED REPRESENTATIVE

An Pish Services Central Inc.

City of Chicago Department of Procurement Services City Hall Room 403 121 North LaSalle Street Chicago IL 60602 USA

#### 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:

- 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:

- 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.

## 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**

# Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy. 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.

## 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 states 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-005169-080

Effective Date

Premium \$

Issued to Motorola Solutions, Inc.

Endorsement No.