CONTRACT BETWEEN THE CITY OF AUSTIN
AND
MOTOROLA SOLUTIONS, INC.
For
MAINTENANCE AND SUPPORT OF THE CUSTOMER SERVICE REQUEST SOFTWARE SYSTEM
MA-5600- NS180000009

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Motorola, Inc. ("Contractor"), having offices at 500 W. Monroe Street, Ste, Chicago, IL 60661.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Kenny Leverett, Phone: 770-505-1208, Email Address: k.leverett@motorolasolutions.com . The City's Contract Manager for the engagement shall be Cindi Perez, Austin Energy Customer Service Process Manager, Phone: (512) 972-9801, Email Address: cindi.perez@austintexas.gov and/or Idara Bessard, Austin Energy Customer Service Manager, Phone: 512-972-9901, Email Address: Idara.bessard@austintexas.gov . The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein (Attachments A, B, C & D) and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** The Contractor shall provide maintenance and support of the Customer Service Request ("CSR") according to the Maintenance and Support Agreement attached hereto as Attachment D.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** Contractor shall be compensated in an amount not to exceed $2,500,000 for 60 months of maintenance and support. The maintenance and support fees shall be paid annually at the beginning of each support year.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the

remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	CTMAPInvoices@austintexas.gov
Attn:	CTM Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2   Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3   Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4   Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3   **Payment.**

3.3.1   All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2   **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3   The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

> 3.3.3.1   delivery of defective or non-conforming deliverables by the Contractor;

> 3.3.3.2   third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

> 3.3.3.3   failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

> 3.3.3.4   damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

> 3.3.3.5   reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

> 3.3.3.6   failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

> 3.3.3.7   failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4   Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5   Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4   **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract

null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.**Travel Expenses.** For any time and material contracts where travel is not included as a fixed price, the following will apply. All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date"). The Contract shall be in effect for a term of 60 months.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirements apply.

    5.1.1 **General Requirements.**

        5.1.1.1 The Contractor shall carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

        5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

        5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

        5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

        5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

        5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

        5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

        City of Austin
        Purchasing Office
        P. O. Box 1088
        Austin, Texas 78767

        5.1.1.8. The policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage.
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        5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

        5.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits,

and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.11   The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.

5.1.2   **Specific Coverage Requirements.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.9   **Commercial General Liability Insurance.** The bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.9.1   Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.9.2   Contractor/Subcontracted Work.

5.1.2.9.3   Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.9.4   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.9.5   Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.9.6   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.10   **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.10.1   Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.10.2   Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.10.3   The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.11   **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.11.1   The Contractor's policy shall apply to the State of Texas.

5.1.2.11.2   Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.11.3   Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

Warranty – Services. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 7. MISCELLANEOUS

7.1 **Indemnity.**

7.1.1 Definitions:

7.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.1.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.1.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.1.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.2 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.3 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Motorola Solutions, Inc.
ATTN: J. Howard, Procurement Manager	ATTN: Kenny Leverett
Jim.howard@austintexas.gov	k.leverett@motorolasolutions.com
P O Box 1088	500 W. Monroe Street, Ste 440
Austin, TX 78767	Chicago, IL 60661

7.4 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all

circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.5　**Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.6　**No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.7　**Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.8　**Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.9　**Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.10　**Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.11　**Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.12　**Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.13　**Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.14　**Dispute Resolution.**

7.14.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.14.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.15 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.15.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.15.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.15.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.16 **Living Wages.**

7.16.1 The minimum wage required for any Prime Contractor employee and all tiers of subcontractors directly assigned to this City Contract is $14.50 per hour, unless Published Wage Rates are included in the solicitation. In addition, the City may stipulate higher wage rates in certain Contracts in order to assure quality and continuity of service.

7.16.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum living wage equal to or greater than $14.50 per hour (see Exhibit B, Living Wages Contractor Certification). The certification shall include a list of all Prime Contractor and all tiers of subcontractor employees directly assigned to providing services under the

Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.16.3   The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

7.16.4   The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all Prime Contractor and subcontractor employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Prime Contractor and subcontractor employee directly assigned to the Contract. The Employee Certification form is available on-line at: https://assets.austintexas.gov/purchase/living_wages_employee_certification.pdf

7.23.5   Contractor shall submit Prime Contractor employee certifications annually on the anniversary date of Contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Prime Contractor and subcontractor employees directly assigned and added to the Contract and/or to report employee changes as they occur.

7.23.6   The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in paragraph 7.23.3 above to verify compliance with this provision.

7.17   **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.18   **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.19   **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.20 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
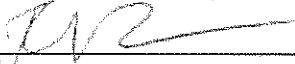
7.21 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.22 **Incorporation of Documents**, Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf.
Motorola's Maitenance and Support Agreement, Attachment A shall also be incorporated into this Contract.

7.23 **Order of Precedence.** In the event of a conflict in the terms and conditions of this Contract and any of the Exhibits attached hereto, the terms and conditions of the Contract shall prevail.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

MOTOROLA SOLUTIONS, INC.

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

By: _____
Signature

Name: _____JAMES T. HOWARD_____
Printed Name

Title: _PROCUREMENT MANAGER_____

Date: _____

List of Attachments/Exhibits

Attachment 1   CRM Scope of Work
                     Exhibit A Additional Enhancements—No Charge
                     Exhibit B Additional Enhancements-Price Sheet
                     Exhibit C Mobile Field Worker App—Price Sheet
                     Exhibit D Motorola Solutions ASP Service Level Agreement
Attachment 2   Non Discrimination Certification, Section 0800
Attachment 3   Non-Suspension or Debarment Certification 0805
Attachment 4   Living Wages Contractor Certification, Section 0815
Attachment 5   Living Wages Employee Certification, Section 0820

1. **PURPOSE**

The City of Austin (COA) Electric Utility Department, dba Austin Energy, hereinafter referred to as AE, is seeking to establish a new contract to continue utilization of the existing Citizen Relationship Management (CRM) system and related adjuncts and platforms provided by Motorola Solutions for the Austin 3-1-1 Citywide Information Center.

2. **BACKGROUND**

Austin 3-1-1 is a division of AE's Customer Care business unit. AE is the COA, Texas municipally-owned electric utility, serving over 750,000 people and delivering electricity to approximately 400,000 customers within its service area. The AE system includes three local power plants, 50 distribution substations and over 9700 miles of distribution feeders both underground and overhead.

Austin 3-1-1 is located at 1520 Rutherford Lane Austin Texas and is the single point of contact for citizen to city communications regarding information about all city services and departments. Austin 311 receives on average 100,000 calls per month with our busiest months being May through October.   Other increases in volume result from community events or weather emergencies. Austin 3-1-1 operates 24 hours a day, 7 days a week, 365 days a year.

3. **SCOPE OF WORK**

   A. **Title of Program:** Motorola Solutions CSR Contract

   B. **Objective:** Establish a contract for up to five (5) years for the existing CRM system and related adjuncts and platforms, and selected added services and enhancements provided by Motorola Solutions. The Motorola Solutions CSR system is used to manage all aspects of Citizen and Customer Relationships for Austin 3-1-1 and multiple City of Austin departments.

   Continue Existing Service, Maintenance, Hosting and Support

   - Vendor-hosted Software as a service (SaaS) of the following:
     a. Production Databases
     b. Developmental Databases
     c. Application Interfaces (Connections to other databases and platforms)
   - Systems to handle the following business processes:
     a. Service Request Management
     b. Knowledge Base Management
     c. Hosted Access for Citizens
        i.   Citizen Web Interface (Non-mobile platform)
        ii. Mobile App and adaptive app web platform
     d. Reporting systems using built-in Cognos software
     e. Tools for messaging, data transfer, scheduled tasks and related functions

PremierOne CSR Five Year Cloud Hosting Pricing

Year	Description	Price	Annual Price
Year One - 2018 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2018 through December 31, 2018.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2018 through December 31, 2018.	$31,668.00	
Year Two - 2019 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2019 through December 31, 2019.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2019 through December 31, 2019.	$31,668.00	
Year Three - 2020 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2020 through December 31, 2020.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2020 through December 31, 2020.	$31,668.00	
Year Four - 2021 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2021 through December 31, 2021.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2021 through December 31, 2021.	$31,668.00	
Year Five - 2022 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2022 through December 31, 2022.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2022 through December 31, 2022.	$31,668.00	
	Five Year Cloud Hosting Total		**$1,903,140.00**

C. **Implementation of New Features and Functions**

The City of Austin, in order to enhance citizen services, is including in this SOW new feature enhancements and additional functions for the Motorola Solutions CSR system, related adjuncts and platforms. These feature enhancements and functions are broken out here in two sections:

Section 1: No-cost features and added functions
Section 2: Quoted features and added functions

More detailed notes on each requirement is attached in exhibit "A".

1. Feature and function additions at no cost to the City of Austin:

1.1   Acknowledge CRM Change (EZ Tool implementation)

Implement an EZ Events feature to allow configurable notifications for CSR users.

1.2   Configure Service Request Type (EZ Tool Implementation)

Implement an EZ Tool feature to enable promotion of service request type changes between test and production environments and allow sharing of service request type definitions with other entities using CSR to promote collaboration.

1.3   Manage CRM Data Retention (Record Retention)

Implement an EZ Tool feature to enable adjunct processing to the product service request archival feature to manage notification to any external interfaces linked to the targeted service request.

1.4   Manage Knowledge Base Item (Social Media)

Implement an EZ Tool feature to allow designation of a Social Media account to send updated Knowledge Base item content (FAQ, KB Documents) to that account.

1.5   Send Public Notification (Social Media)

Implement integration for selected social media accounts to receive service request updates.

1.6   Manage CRM Data Retention (Archival and Purge Tools)

Implement EZ Tool Features and any related CSR Application updates to allow managing of record identification for export, archive and delete operations, including exporting services via the Enterprise Service Bus (ESB) to any city-designated external systems (such as a data warehouse) and perform deletions of the record from the CSR database. This effort also includes the ability to designate legal holds on any CSR records via a "legal hold" status that would be configurable in the EZ Tool system.

1.7   Track Citizen Correspondence (Mail Management and Opt-In Tools)

Implement the Manage Outreach EZ Tool feature to allow publishing of content to targeted parties based on opted-in interest, and configure CSR to manage correspondence without an external email management system.

1.8   Lookup GIS Information (ESRI enhancement for CSR 4.5)

Implement retrieval of Geo area point values when the compatible City of Austin ESRI system (Arc GIS 10.3 or greater) and Motorola Solutions CSR system (4.5 or greater) are available.

2. Implementation of the following enhancements at the quoted cost to the City of Austin:

2.1   Disposition CRM Use (Automate internal tracking) – Original proposal in Exhibit "A"

Cost to City: $18,000

This feature falls within the scope of the PremierOne CSR Contact Center Application, which can be enhanced to check a table for new interaction requests sent to PremierOne CSR by the City ESB. The enhancement would include the following:

- Creation of new table named CON_INCOMING_INTERACTIONS
- Deployment of "express lane" event process for these inbound interaction events
- Enhancement of Contact Center application to poll CON_INCOMING_INTERACTIONS table and auto-start a Contact Center interaction when a record is found for a call taker/agent
- Enhancement of Contact Center application to perform a database dip using the information from the CON_INCOMING_INTERACTIONS record for caller name, caller address, caller email and caller historical interactions

2.2   GIS Enhancement – More detail in Exhibit "B"

Cost to City: $9,000 or $18.000 (To Be Determined)

This enhancement (two options listed) adds specific fields to designated GIS feature classes to support detailed information required on future service request types tied to automation efforts by interfaced data systems.

Option 1: GIS enhancement with offsetting GIS changes made by the City of Austin: $9,000

Option 2: GIS enhancement without offsetting GIS changes made by the City of Austin: $18,000

Motorola Solutions SOW for the proposed enhancement:

Should the City of Austin elect Option #1, there are a series of GIS changes that the City of Austin is agreeing to make and deliver as part of this project in addition to the first bullet, which is required for both options to enable the GIS enhancement:
- Add/Maintain UNIT_TYPE and UNIT_NUMBER fields to the ADDRESS_POINT feature class (mandatory for Options #1 and #2)
- Add/Maintain CITY, STATE and ZIPCODE fields to the ADDRESS_POINT feature class (mandatory for Option # 1)
- Add/Maintain CITY, STATE and ZIPCODE fields to the STREETS feature class (mandatory for Option # 1)
- Add/Maintain CROSS_A, CROSS_B, CROSS_C, CROSS_D, CROSS_E, CROSS_F, CROSS_G and CROSS_H fields to the STREETS feature class (optional but recommended for Option # 1)

The last bullet is listed as an optional change that would align the City of Austin GIS data with a future planned PremierOne CSR enhancement to support up to eight cross streets instead of the two cross streets per street segment that is currently supported.

Additionally, the City must insure the FULL_STREET_NAME field is updated to capture/reflect the various address attributes (e.g., half address numbers) in both the STREETS feature class and the ADDRESS_POINT feature class. This is a mandatory update to enable the GIS Enhancement.

2.3   CSR Mobile (Field Worker) Application – More detail in Exhibit "C"

Implement the CSR Mobile Platform application for Field Workers (internal departmental users) for the City of Austin. The application implementation will be at no additional cost to the City of Austin beyond the acquisition and maintenance of licenses for the platform and users as noted below.

The field worker platform would enable a smartphone platform for real-time interaction with the Motorola Solutions CSR system by City of Austin staff. The platform would allow for service requests assignment, updates and transfers along with tools for managing work for supervisors and managers.

The pricing structure based on the quantity of subscriptions for the mobile app. The minimum is 20 subscriptions. Pricing noted would begin with the implementation of the application, and would continue at the rates shown below:

- 20 subscriptions is $130/subscription/month for an annual total of $31,200
- 40 subscriptions is $125/subscription/month for an annual total of $60,000
- 60 subscriptions is $120/subscription/month for an annual total of $86,400
- 80 subscriptions is $115/subscription/month for an annual total of $110,400
- 100+ subscriptions is $110/subscription/month for an annual total of $132,000

If the City of Austin requires professional services to implement, configure or train staff for the platform, it would be an additional cost not included in the license quotes. The current rate for professional services is $225 per hour.

Service levels: The implemented application will be covered at the same service level agreement in place for the main services and software.

City of Austin implementation plan:

- Implement with 40 subscriptions (licenses) in 2018

D.   **Vendor Responsibilities**

1. For all enhancements, provide a designated project manager for the implementation effort.
   a. Formal project management requirements and responsibilities would be required for all at-cost implementation efforts.
   b. Detailed acceptance criteria, milestones, testing and bug reporting plans for the enhancement implementation will be required for at-cost efforts.
   c. Implemented enhancements will be covered by in-place service requirements.

E.   **Service Level Agreement – See Exhibit D for more details**

1. Hosting SLA: The hosting service level agreement is covered in Exhibit D. A copy of the applicable tables is included below for reference:

Table 3: Problem Severity Levels

Problem Severity Level	Description
Severity Level 1	Total System Failure occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.
Severity Level 2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.
Severity Level 3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.
Severity Level 4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.

Table 4: Service Level Target Metrics

Measure	Metric	Target	Comments
PremierOne CSR Application Availability	PremierOne CSR Application available for use	• 99.9% Availability	• Availability measured per Calendar Month • Twelve (12) hours of maintenance per calendar quarter are scheduled as follows: – First Sunday of the first full weekend of each month from 3-7AM CST.
Problem Management	Severity Level 1 Problem Resolved	• 80% resolved within 4 Hours	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone to designated contacts in response to the report of the problem from the City within a 30 minute timeframe.
	Severity Level 2 Problem Resolved	• 90% resolved within 12 Hours	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone to designated contacts in response to the report of the problem from the City within a 30 minute timeframe.
	Severity Level 3 Problem Resolved*	• 80% resolved within 5 working days	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone or email to designated contacts in response to the report of the problem from the city within an 8 hour timeframe.
	Severity Level 4 Problem Resolved*	• 75% resolved within 20 working days	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone or email to designated contacts in response to the report of the problem from the City within 2 business days.

2. Software SLA: The software service level agreement is in the Maintenance and Support Agreement of the Master Contract. A copy of the table is included below for reference. Note that target resolution times for Severity 3 and 4 are different for software defects as noted in the Hosted SLA in Exhibit D.

Problem Severity Level	Description
Severity Level 1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.
Severity Level 2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.
Severity Level 3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.
Severity Level 4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.
Severity Level 5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure – occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	See Hosted SLA	See Hosted SLA
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	See Hosted SLA	See Hosted SLA
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone or email conference within two (2) standard business days of initial notification	Resolve within 180 days in a seller-determined patch or release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone or email conference within seven (7) standard business days of initial notification	At seller's discretion, may be in a future release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management	Determined by seller's product management	If accepted by seller's product management, a release date will be provided with a fee scheduled when appropriate.

2.1 Reporting a Problem. Reporting of problems should be funneled through the customer's designated primary point person(s). Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above.
Because of the urgency involved, Severity Level 1 or 2 problems must be reported
Verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes
Any changes in Severity Level (up or down) of any Customer-reported problem.

2.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within
The appropriate Target Resolution Time and in accordance with the assigned Severity Level
when Customer allows timely access to the System and Seller diagnostics indicate
that a Residual Error is present in the Software. Target Resolution Times may not apply
if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems.
Should Customer report an error that Seller cannot reproduce, Seller may
enable a detail error capture/logging process to monitor the System. If Seller is unable to
correct the reported Residual Error within the specified Target Resolution Time, Seller
will escalate its procedure and assign such personnel or designee to correct such
Residual Error promptly. Should Seller, in its sole discretion, determine that such
Residual Error is not present in its Release, Seller will verify: (a) the Software operates
in conformity to the System Specifications, (b) the Software is being used in a manner for
which it was intended or designed, and (c) the Software is used only with approved
hardware or software. The Target Resolution Time shall not commence until such time
As the verification procedures are completed.

2.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level
1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to
System Administrator on a monthly basis.

F. **AE Responsibilities**

1. AE shall provide project management support, configuration and administrator staff for all requested enhancement implementations.
2. AE shall provide specified support, material and services noted with each enhancement SOW.

Exhibit "A"

Motorola Solutions response to CSR Gap Analysis results and related enhancement requests.

The following entries describe in more detail the requested enhancements for the CSR system

1.1   Acknowledge CRM Change

This feature falls within the scope of EZ Events, which serve as configurable notifications for CSR users. In order to fully implement this new EZ Event, the City would need to specify the following:

- Candidate configuration changes (i.e., KB Update, SR Definition Update, User Update etc.)
- Notification scope (i.e., Group Membership, Named Users, Logged-in Users, etc.)

Knowing these two things will allow Motorola to fully deploy the EZ Event capability, and it would be the City's responsibility to insure CSR users have valid E-mail addresses to receive the notifications.

Cost to City: **$0**

Availability: **High**

1.2   Configure Service Request Type

This feature falls within the scope of EZ Tools, which serve as configurable tools available for CSR users to achieve expanded capabilities within CSR or to enable self-service for standard support tasks in lieu of creating a helpdesk case with Motorola. This EZ Tool is already under development and will enable the following features at a high-level:

- Promotion of Service Request Type Changes between Test and Production Environments
- Sharing of Service Request Type Definitions with other CSR Customers to promote collaboration

Cost to City: **$0**

Availability: **High**

1.3   Manage CRM Data Retention (Record Retention)

This feature falls within the scope of EZ Tools, which serve as configurable tools available for CSR users to achieve expanded capabilities within CSR or to enable self-service for standard support tasks in lieu of creating a helpdesk case with Motorola. An EZ Tool can be added as an adjunct process to the product service request archival feature to manage the notification to any external interfaces that the targeted service request has a linkage to in its flex notes and at the service request type integration partner level.

For example, a Found Dog service request that was integrated with the Chameleon interface would spawn a DELSR (Service Request Delete) event through Application Hub to the City ESB for delivery to the Chameleon CMS database when the service request is archived and subsequently removed from the CSR database. It is the City's responsibility to work with the external system vendors to support the new DELSR event capability since that is not part of existing CSR interfaces as of the time of this response.

Cost to City: **$0**

Availability: **Medium**

1.4   Manage Knowledge Base Item

This feature falls within the scope of EZ Tools, which serve as configurable tools available for CSR users to achieve expanded capabilities within CSR or to enable self-service for standard support tasks in lieu of creating a helpdesk case with Motorola. The existing Manage KB EZ Tool can be enhanced to allow the designation of a Social Media account to send the updated knowledge base item content. Motorola would provide configuration capability for the City to establish:

- A list of Social Media accounts and authentication credentials
- A message definition for FAQ Items to be shared via Social Media accounts
- A message definition for KB Document Items to be shared via Social Media accounts

The City will be responsible for maintaining all Social Media accounts and the general integration capabilities of the various Social Media accounts will be constrained by the Social Media providers and is outside the scope of Motorola control.

Cost to City: **$0**

Availability: **Low**

1.5   Send Public Notification

This feature falls within the scope of the PremierOne CSR Mobile Apps for Twitter, which can be configured to Tweet out service request updates. The City opted to not use the Twitter extension originally, but can choose to activate it during a quarterly update. Additionally, other Social Media accounts can be configured as Integration Partners to receive service request updates via Application Hub.

The City will be responsible for maintaining all Social Media accounts and the general integration capabilities of the various Social Media accounts will be constrained by the Social Media providers and is outside the scope of Motorola control.

Cost to City: **$0**

Availability: **Low**

1.6 Manage CRM Data Retention

This feature falls within the scope of the PremierOne CSR Application and EZ Tools. PremierOne CSR contains an archival and purge engine already that can be leveraged by the new Retain Data EZ Tool. The new EZ Tool would manage the process of record identification for export, archive and delete operations, and it would directly manage the export process, which would involve exporting service request data to the City ESB for archival storage in an external system (e.g., data warehouse) and then deleting the service request data from the PremierOne CSR database. The EZ Tool would be service request status aware, such that a "legal hold" status could be used to override any archival or delete processes within the core PremierOne CSR archival and purge engine. These "legal hold" statuses would be defined in a configurable list of values for the EZ Tool to use in its data retention process. The City can define as many or as few of these "legal hold" statuses as desired.

Cost to City: **$0**

Availability: **Medium**

1.7 Track Citizen Correspondence

This feature falls within the scope of the PremierOne CSR Application. The City can configure correspondence management using the standard Service Request Control Panel configuration tools. This feature allows the City to manage communications from within PremierOne CSR itself without having an external email management system. Additionally, the Manage Outreach EZ Tool can be deployed and leveraged to publish pertinent information to targeted parties of resources based on a common opted-in interest. These outreach programs can included response links that tie directly into correspondence management to deal with any feedback or related topics raised by the targeted resources.

Cost to City: **$0**

Availability: **Low**

1.8 Lookup GIS Information

The City has indicated that the system should be capable of retrieving geo area point values (for the nearest point to the reference location) in addition to the current feature of retrieving geo area layer values. Motorola Solutions has reviewed this requirement against the ESRI Arc GIS software capabilities and determined that Arc GIS 10.1 has a software defect that does not support this requirement; however, Arc GIS 10.3+ supports this requirement. When the City of Austin upgrades to the CSR 4.5 release that is built on Arc GIS 10.3+, this feature will be available natively through standard GIS and SR configuration.

Cost to City: **$0**

Availability: **High**

2.1 Disposition CRM Use

This feature falls within the scope of the PremierOne CSR Contact Center Application, which can be enhanced to check a table for new interaction requests sent to PremierOne CSR by the City ESB. The enhancement would include the following:

- Creation of new table named CON_INCOMING_INTERACTIONS
- Deployment of "express lane" event process for these inbound interaction events
- Enhancement of Contact Center application to poll CON_INCOMING_INTERACTIONS table and auto-start a Contact Center interaction when a record is found for a call taker/agent
- Enhancement of Contact Center application to perform a database dip using the information from the CON_INCOMING_INTERACTIONS record for caller name, caller address, caller email and caller historical interactions

Cost to City: **$18,000 (80 hours @ $225/hour – this can be reduced by service credit hours)**

Availability: **Before 12/31/2017**

Exhibit "B"

2.2   Motorola Solutions Quote and SOW for GIS enhancement as of July 26, 2017

.PDF from Motorola Solutions incorporated as reference

Austin 3-1-1 / Austin Energy
City of Austin
1520 Rutherford Lane
Building 4, Suite 200
Austin, Texas 78754
Subject: GIS Enhancement Proposal
Proposal # PSVAUS07262017

Motorola is pleased to present the City of Austin the following proposal for the GIS Enhancement to the PremierOne CSR application.

The Statement of Work (SOW) outlines the tasks for the City of Austin and Motorola Solutions.
Please review the proposal and contact me if you have any questions. I can be reached at 404-402-6078
or k.leverett@motorolasolutions.com

Sincerely,
Kenny Leverett
National Sales Director, Public Service
Motorola Solutions, Inc.

GIS Enhancement Pricing Option	Description	Price
1	GIS Enhancement **with** offsetting GIS changes made by the City	$9,000.00
2	GIS Enhancement **without** offsetting GIS changes made by the City	$18,000.00

This is a flat fee contract and Motorola will invoice the City of Austin for the full amount upon completion of the work. Note, the GIS Enhancement carries a price of $18,000.00 for the work required of Motorola Solutions to deliver the enhancement, but under Option #1, Motorola Solutions is willing to provide a 50% discount (down to $9,000.00) because of the added value to the ongoing GIS updates that would benefit from the offsetting GIS changes made by the City.

Statement of Work (SOW)

Should the City of Austin elect Option #1, there are a series of GIS changes that the City of Austin is agreeing to make and deliver as part of this project in addition to the first bullet, which is required for both options to enable the GIS enhancement:

- Add/Maintain UNIT_TYPE and UNIT_NUMBER fields to the ADDRESS_POINT feature class (*mandatory for Options #1 and #2*)
- Add/Maintain CITY, STATE and ZIPCODE fields to the ADDRESS_POINT feature class (*mandatory for Option # 1*)
- Add/Maintain CITY, STATE and ZIPCODE fields to the STREETS feature class (*mandatory for Option # 1*)
- Add/Maintain CROSS_A, CROSS_B, CROSS_C, CROSS_D, CROSS_E, CROSS_F, CROSS_G and CROSS_H fields to the STREETS feature class (*optional but recommended for Option # 1*)

The last bullet is listed as an optional change that would align the City of Austin GIS data with a future planned PremierOne CSR enhancement to support up to eight cross streets instead of the two cross streets per street segment that is currently supported.

Additionally, the City must insure the FULL_STREET_NAME field is updated to capture/reflect the various address attributes (e.g., half address numbers) in both the STREETS feature class and the ADDRESS_POINT feature class. This is a mandatory update to enable the GIS Enhancement.

Tasks:

#	TASK	MOTOROLA	CITY OF AUSTIN	MILESTONE
1.0	Document Requirements		x	
2.0	Review Requirements	x	x	
3.0	Update GIS Data		x	
4.0	Apply GIS Updates to Pres	x		
5.0	Construct Prototype	x		
6.0	Review Prototype	x	x	
7.0	Implement GIS Enhancement	x		
8.0	Test GIS Enhancement		x	
9.0	Approve GIS Enhancement		x	x
10.0	Establish Go-Live Date	x	x	
11.0	Apply GIS Updates to Prod	x		
12.0	Implement GIS Enhancement	x		
13.0	Verify GIS Enhancement		x	
14.0	Accept GIS Enhancement		x	x

Issue Resolution

The Motorola Project Manager and staff are expected to be available for meetings scheduled in advance (by mutual agreement) for any troubleshooting sessions (teleconferences, web meetings, etc.) with third party vendor SME's, city departmental SME's and CSR administrators, and other City of Austin technical support staff if needed to successfully complete testing and implementation.

Change Order Procedure

Any changes to this document will be agreed upon between the City of Austin and Motorola Solutions via written documentation.

Payments

Deliverable Name	Payment
PremierOne CSR GIS Enhancement – Option # 1	$9,000.00
PremierOne CSR GIS Enhancement – Option # 2	$18,000.00

Customer will make payment **based on Option # 1 *or* Option # 2** when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the preceding payment milestones.

Data Restrictions

Exhibit "C"

2.3   Mobile Field Worker App

Implement the CSR Mobile Platform application for Field Workers (internal departmental users) for the City of Austin. The application implementation will be at no additional cost to the City of Austin beyond the acquisition and maintenance of licenses and any initial training and implementation support provided in the agreement. (No annual hosting or maintenance costs – just subscription costs as noted in this exhibit.)

The field worker platform would enable a smartphone platform for real-time interaction with the Motorola Solutions CSR system by City of Austin staff. The platform would allow for service requests assignment, updates and transfers along with tools for managing work for supervisors and managers.

Main features:

- Access to service request and activities based on PremierOne CSR user group membership
- Provides access to worklist of activities assigned to the user
- Displays the status of the service request/activity as "Open", "Due", or "Overdue"
- Displays available picture (if available) submitted for request via Citizen Mobile App.
- Allows user to work the activity (access info, update status and add info as needed)
- Allows user to add multiple photos to the activity from the device's photo gallery.
- App displays service requests on a map, and allows users to select service requests from this map
- Allows user to create new service requests in the field from list of available request types
- Provides text search capabilities for descriptions, addresses and service requests

Pricing:

- The pricing structure based on the quantity of subscriptions for the mobile app. The minimum is 20 subscriptions. Pricing noted would begin with the implementation of the application, and would continue at the rates shown below:
  - 20 subscriptions is $130/subscription/month for an annual total of $31,200
  - 40 subscriptions is $125/subscription/month for an annual total of $60,000
  - 60 subscriptions is $120/subscription/month for an annual total of $86,400
  - 80 subscriptions is $115/subscription/month for an annual total of $110,400
  - 100+ subscriptions is $110/subscription/month for an annual total of $132,000

Implementation of the PremierOne CSR Mobile (Field Worker App) requires configuration and association of the service request type in PremierOne CSR to be available on the mobile (app) for the field workers, and some user training on the mobile apps.

Motorola Solutions Implementation Services:

Included Services:

The configuration services can be performed by the City of Austin within CSR for those service request types that will be used on the mobile app. Motorola Solutions will provide twenty-four (24) hours of remote services and assistance to help with the configuration services as part of the implementation project.

Optional Services:

Additional support services are available in forty (40) hour blocks of time to assist the City of Austin with configuration of service request types. The current cost is $9,000 per block ($225 per hour).

Motorola Solutions Training Services:

Included Services:
Motorola Solutions will provide one (1) remote user training class at no charge to the City of Austin.

Optional Services:
Depending on the number of users and departments involved in the project Motorola Solutions suggest training classes broken down by department for a more effective user training experience. Motorola Solutions is offering the option to conduct multiple classes on-site over a two (2) day period. (Travel costs included in quote)

Implementation Plan:
The City of Austin plans on a gradual roll-out of the module with the first year of service planned for up to 40 subscribers.

Mobile Field Worker App SOW

Overview

This Statement of Work (SOW) covers work efforts to implement the CSR Mobile Platform application for City of Austin, Texas staff (Field workers).

Deliverables

1. Implement the CSR Mobile Platform application for Field Workers (internal departmental users) for the City of Austin for use on Google (Android) and Apple (iOS) supported platforms.
   a. The application implementation will be at no additional cost to the City of Austin beyond the acquisition and maintenance of licenses and any initial training and implementation support provided in this agreement.
   b. The initial configuration support required in Motorola Solutions CSR is included in the implementation effort for up to twenty-four (24) hours of remote services and assistance as quoted in the vendor proposal.
      i. If purchased, additional remote configuration support in blocks of forty (40) professional support services at a cost of $225 per hour ($9,000). A separate SOW will be developed for any additional services.
   c. Implementation includes setup and access to any administrative tools, reports and related adjuncts for information and functions provided in CSR or vendor integrated systems as required.

2. Develop and deliver training and required documentation for implemented modules and related functionality as noted in the proposal for the initial implementation.
   a. If purchased, provide setup and delivery of the specified multiple on-site classes for two (2) days tailored to the city's needs for departmental support as quoted in the vendor proposal for $7,400 (includes travel expenses).

1.0 Project Initiation

This section in the task list reflects the review and approval of the SOW and Contract work required to proceed with the tasks listed in the rest of the SOW.

2.0 Project Management

2.1 Motorola Solutions Project Team

The Motorola Solutions project manager will direct the activities of the Motorola Solutions team and facilitate communication with the City of Austin and the COA project manager.

2.1.1 Motorola Solutions Project Roles

The Motorola Solutions project manager will identify to the City of Austin project manager staff members and their role in the project.

The Motorola Solutions project manager will identify to the City of Austin project manager any staff members who may need direct access to city facilities, systems or premises during the effort in order to facilitate any advance security clearance requirements for access.

2.1.2 Motorola Solutions Project Manager Responsibilities

The Motorola Solutions project manager is responsible for the following:
- Developing and maintaining the overall project plan.
- Directing the activities of the Motorola Solutions team and coordination of any Motorola Solutions subcontractor activities for this project.
- Coordination between Connected Bits and the City of Austin Project Manager for scheduling and facilitation of joint work sessions, issue identification, issue resolution, and similar meetings.

2.1.3 City of Austin Project Roles and Responsibilities

The City of Austin project manager will coordinate with any impacted City of Austin technical and business units to provide project staff and to participate in meetings and work sessions.

2.2 Kick-off Meeting

The Motorola Solutions Project Manager (PM) will prepare, schedule and hold a kick-off meeting with the City of Austin Project Manager and designated project staff. The meeting can be via teleconference. The meeting will include a timeline of the project, scheduling of project status calls, and any other items required to initiate the work effort.

2.2.1 Project Status Reporting

Motorola Solutions will schedule and lead teleconference status/issue review meetings at least once a week with the City of Austin project team. Motorola Solutions will provide the conference portal (Phone Bridge, web session) and will push updates on progress, issues, proposed solutions and related information prior to the scheduled meeting.

2.2.2 Application Defect Reporting and Enhancement Requests

Motorola Solutions will track product defects, system issues, issue resolution and enhancement requests during the project, and will maintain and provide access to updates via shared software systems at least once per week during the project.

Product defects will be assessed by the Motorola Solutions Project Team and once confirmed as a defect; Motorola Solutions will create a Change Request for the defect and set a tentative release schedule for the defect fix. The Motorola Solutions PM will work with the City of Austin to understand and assign a Customer Impact rating for each defect to aid in the timing of the Change Request within the product roadmap.

Product enhancement requests will have a Change Request created and the request will be available for inclusion in a future product release. The Motorola Solutions PM will work with the City of Austin to understand and assign a Customer Impact rating for each enhancement request to aid in the timing of the Change Request within the product roadmap. In general, product enhancement requests are included in a future product release at the discretion of the Motorola Solutions Project Team based on roadmap constraints.

2.2.3 Project Plan Changes

During the course of the project it may become necessary to adjust the project plan. Proposed project plan changes will be communicated between the Motorola Solutions and City of Austin project managers. If the project managers agree that the proposed change would improve project performance and the proposed change aligns with the statement of work, the Motorola Solutions project manager will draft an update to the project plan. The Motorola Solutions and City of Austin project managers will then jointly review the draft change and if both parties agree to the change, the project plan will be updated with the approved change and redelivered.

The City of Austin project manager will advise Motorola Solutions if a proposed project plan change will be subject to approval by City Executives and/or City Council.

2.3 Project Plan

The following table covers all expected tasks, deliverables and milestones that comprise the project. The table includes the project phase, task number (for cross-reference to a Work Breakdown Structure), task/deliverable description, milestone indicator, Motorola Solutions responsibility indicator and City responsibility indicator.

Phase	Task #	Task Description	Milestone	Motorola Solutions	City
1	**1**	**Project Initiation**			
1	1.1	Review Statement of Work	N	X	X
1	1.2	Approve Statement of Work	Y	X	X
1	1.3	Negotiate Contract	N	X	X
1	1.4	Sign Contract	Y	X	
1	1.5	Process Contract	N		X

Phase	Task #	Task Description	Milestone	Motorola Solutions	City
1	**2**	**Kick-Off Meeting**			
1	2.1	Prepare Kick-Off Meeting Presentation	N	X	
1	2.2	Schedule Kick-Off Meeting Presentation	N	X	X
1	2.3	Conduct Kick-Off Meeting Presentation	N	X	
1	**3**	**Service Request Configuration**			
1	**3.1**	**Service Request Configuration**			
1	3.1.1	Identify Departments and SR's	N		X
1	3.1.2	Configure Service Requests	N		X
1	3.1.3	Motorola configuration support	N	X	
1	3.1.4	Confirm SR configuration completion			X
2	**4**	**Test Server Environment**			
2	**4.1**	**Build and Configure Test Server**			
2	4.1.1	Build the Test Server for Austin Configuration	N	X	
2	4.1.2	Configure the Test Server for Mobile Apps	N	X	
2	**4.2**	**Build and Configure Mobile Apps for Test Server**			
2	4.2.1	Install/Configure Spot Reporter Software Module	N	X	
2	4.2.2	Install/Configure iPhone Mobile Client Software Module	N	X	
2	4.2.3	Install/Configure Android Mobile Client Software Module	N	X	
2	4.2.4	Confirm Test Server Ready for Internal City Testing	N	X	
2	4.2.5	Provide City Access to Test Server for Internal Testing	N	X	
2	4.2.6	Confirm Access to Test Server for Internal Testing	N		X
2	**4.3**	**Acceptance Certification**			
2	4.3.1	Present Acceptance Certificate for Hosted Environment Test Server Setup	N	X	
2	4.3.2	Sign Acceptance Certificate for Hosted Environment Test Server Setup	N		X

Phase	Task #	Task Description	Milestone	Motorola Solutions	City
2	4.3.3	Return Acceptance Certificate for Hosted Environment Test Server Setup	Y		X
2	**5**	**Training**			
2	**5.1**	**Training Prep**			
2	5.1.1	Identify Students and Delivery method for class	N		X
2	5.1.2	Provide Training Facilities and Equipment	N		X
2	5.1.3	Provide any training materials and related help files for the class	N	X	
2	**5.2**	**Schedule and Conduct End-User Training**			
2	5.2.1	Schedule Training	N	X	X
2	5.2.3	Conduct Training	N	X	
2	**5.3**	**Acceptance Certification**			
2	5.3.1	Present Acceptance Certificate for Training	N	X	
2	5.3.2	Sign Acceptance Certificate for Training	N		X
2	5.3.3	Return Acceptance Certificate for Training	Y		X
2	**6**	**Acceptance Test Plan (ATP) Execution**			
2	**6.1**	**Internal Testing of Configurations on Test Server**			
2	6.1.1	Internal Testing of Configurations on Test Server	N		X
2	6.1.2	Address Issues from Internal Testing	N	X	
2	6.1.3	Re-test for Acceptance	N		X
2	**6.2**	**Mobile Apps ATP**			
2	6.2.1	Identify City Resources to Test Android and iPhone Apps.	N		X
2	6.2.2	Schedule City Resources for Testing of Android and iPhone Apps and other components	N		X
2	**6.3**	**Regression Test**			
2	6.3.1	Test of pre-existing CSR functions to confirm that no unintentional changes were made to functionality. (similar to system testing of CSR upgrade conducted by City of Austin)	N		X
2	**6.4**	**Acceptance Certification**			

Phase	Task #	Task Description	Milestone	Motorola Solutions	City
2	6.4.1	Present Acceptance Certificate for Testing Completion	N	X	
2	6.4.2	Sign Acceptance Certificate for Testing Completion	N		X
2	6.4.3	Return Acceptance Certificate for Testing Completion	Y		X
3	**7**	**Production Server Environment**			
3	**7.1**	**Build and Configure Production Server**			
3	7.1.1	Build the Production Server for Austin Configuration	N	X	
3	7.1.2	Configure the Production Server for Apps	N	X	
3	7.1.3	Confirm Production Server Ready	N	X	
3	7.1.4	Provide City Access to Production Server	N	X	
3	7.1.5	Confirm Access to Production Server	N		X
3	**7.2**	**Prepare Mobile Apps for Access**			
3	7.2.1	Prepare Mobile App for iOS Testflight	N	X	
3	7.2.2	Prepare Mobile App for Google Crashlytics	N	X	
3	**7.3**	**Production Validation/Testing**			
3	7.3.1	Validation/Testing of Configurations on Production Server	N	X	X
3	7.3.2	Address Issues from Production Validation/Testing	N	X	
3	7.3.3	Re-test for Acceptance	N		X
3	**7.4**	**Acceptance Certification**			
3	7.4.1	Present Acceptance Certificate for Hosted Environment Production Server Setup	N	X	
3	7.4.2	Sign Acceptance Certificate for Environment Production Server Setup	N		X
3	7.4.3	Return Acceptance Certificate for Environment Production Server Setup	Y		X
3	7.4.4	Present Invoice for Payment Milestone	N	X	
3	7.4.5	Pay Invoice for Payment Milestone	N		X
3	**8**	**Mobile App Access**			

Phase	Task #	Task Description	Milestone	Motorola Solutions	City
3	**8.1**	**Setup Mobile App Access**			
3	8.1.1	Make iOS Mobile App Available through TestFlight	N	X	
3	8.1.2	Make Android Mobile App Available through Crashlytics	N	X	
3	8.1.3	Confirm iOS Mobile App Available through TestFlight	N		X
3	8.1.4	Confirm Android Mobile App Available through Crashlytics	N		X
3	**9**	**Maintenance and Support**			
3	9.1	Deliver maintenance and support documentation	N	X	
3	**10**	**Go-Live Launch**			
3	**10.1**	**Schedule Go-Live Date**			
3	10.1.1	Schedule CSR Mobile Go-Live	N	X	X
3	**10.2**	**Conduct Go-Live**			
3	10.2.1	CSR Mobile Go-Live	N	X	X
3	10.2.2	Go-Live Support	N	X	
3	**10.3**	**Acceptance Certification**			
3	10.3.1	Acceptance Review of Go-Live Completion	N		X
3	10.3.2	Present Acceptance Certificate for Go-Live Completion	N	X	
3	10.3.3	Sign Acceptance Certificate for Go-Live Completion	N		X
3	10.3.4	Return Acceptance Certificate for Go-Live Completion	N		X

2.4 Acceptance Certificate Procedure

Upon completion of any Deliverable, Motorola Solutions shall provide an Acceptance Certificate (Attachment E) for sign-off to the City. The City shall be responsible for final review and testing of said Deliverable. Document deliverables and deliverables consisting of time shall be deemed accepted upon City approval or after seven (7) business days after the documents are delivered or when the time is provided. If a submitted Deliverable does not perform to the requirements specified for such Deliverable, the City shall have seven (7) business days after Motorola Solutions submission of the Deliverable ("Acceptance Period") to give written notice thereof to Motorola Solutions specifying the deficiencies in detail. Motorola Solutions shall use reasonable efforts to promptly remedy any such deficiencies.

After completing any such remedy, Motorola Solutions shall resubmit the Deliverable for review and testing as set forth above. Upon accepting any Deliverable submitted by Motorola Solutions, the City shall provide to Motorola Solutions a written acceptance of such Deliverable. Notwithstanding the foregoing, if the City fails to reject any Deliverable within the Acceptance Period in the manner described above, said Deliverable shall be deemed accepted at the end of the Acceptance Period.

2.5 Change Order Procedure

Motorola Solutions will maintain the SOW with formal documentation denoting agreed upon changes. The City and Motorola Solutions will maintain copies of all Change Orders. Any alteration to the SOW that causes an increase or decrease in the time or cost required for the performance of any part of this SOW shall not become binding until both the City and Motorola Solutions have agreed upon an equitable adjustment and the SOW has been modified in writing accordingly.

City and Motorola Solutions must sign any proposed change orders. When this is accomplished, the change order will be incorporated as an official change to the project. A change order process shall control changes in scope of the SOW. If the City does not have a standard Change Order Request form, the Change Order Request form (Attachment A of this document) can be used for all change order requests.

3.0 Service Request Configuration

This section of the document details the configuration of the service requests to be available on the mobile apps.

3.1 Service Request Configuration

3.1.1 City of Austin to identify the participating departments for the application.

3.1.2 City to configure, activate and associate the identified Service Request Types for the departments.

3.1.3 Motorola Solutions to provide initial support with the configuration of the Service Request Types.

3.1.4 City to confirm when the configuration of the Service Request Types is completed.

4.0 Test Server Environment

The Motorola Solutions Project Team will provision a hosted test environment for all components of the CSR mobile apps module.

Note: Any URL addresses for hosted websites, administration servers and other non-city hosted sites related to the project or production should be relayed to the City of Austin Project Manager as soon as they are identified and/or established in order to facilitate the expedited clearance of access to the sites from computers inside the City's firewall.

4.1 Build and Configure Test Server

4.1.1 The Motorola Solutions Project Team will build the test server for the City of Austin.

4.1.2 The Motorola Solutions Project Team will configure the test server for the mobile apps procured by the City of Austin.

4.2 Build and Configure Mobile Apps for Test Server

The licensed software components are the PremierOne CSR Field Worker Mobile Apps, powered by Connect Bits base software configuration.

4.2.1   The Motorola Solutions Project Team will Install/Configure Spot Reporter Software Module

4.2.2   The Motorola Solutions Project Team will Install/Configure the iPhone Mobile Client Software Module

4.2.3   The Motorola Solutions Project Team will Install/Configure Android Mobile Client Software Module

4.2.4   The Motorola Solutions Project Team will Confirm Test Server Ready for Internal City Testing

4.2.5   The Motorola Solutions Project Team will Provide City Access to Test Server for Internal Testing

4.2.6   The City of Austin will confirm Access to Test Servers for Internal Testing

4.3 Acceptance Certification

4.3.1 The Motorola Solutions Project Team will present the City with an acceptance certificate for the hosted environment test server completion.

5.0 Training

This section of the document details the training that will be provided by Motorola Solutions as part of this project.

5.1 Training Prep

5.1.1 The City is the responsible to identify the appropriate students for training classes.

5.1.2 The City of Austin will provide the training facilities or access to computers, tablets or smartphones for any webinar or CBT (Computer Based Training) sessions.

5.1.3 Training materials will be provided by the Motorola Solutions Project Team.

5.2 Schedule and Conduct End-User Training

5.2.1 The Motorola Solutions Project Team and the City to coordinate the scheduling of the training class

5.2.2 The Motorola Solutions Project Team to conduct the remote end-user training class covering the use of the mobile app.

5.3 Acceptance Certification

5.3.1 The Motorola Solutions Project Team will present the City with an acceptance certificate for the End-User Training Completion.

6.0 Acceptance Test Plan (ATP) Execution

This section will define the testing plans required for acceptance of the Mobile. Testing will be conducted by City staff. Issues identified will be addressed by the Motorola Solutions Project Team.

6.1 Internal Testing of Configuration on Test Server

6.1.1 The City will be responsible for the internal testing of the configuration on the test server

6.1.2 The Motorola Solutions Project Team will address issues from the City's internal testing.

6.1.3 The City will re-test the configuration for acceptance

6.2 Mobile Apps ATP

6.2.1 The City is responsible for identifying the City resources to test the Android and iPhone Apps.

6.2.2 The City is responsible for the coordination and scheduling of City resources to test the Android and iPhone Apps.

Testing apps will test the following components: App Server, Motorola Solutions CSR Connector.

Test for Android and iPhone apps on supported versions of the host software.

6.3 Regression Test

6.3.1 The City is responsible for the testing of pre-existing CSR functions to confirm that no unintentional changes were made to functionality. This will be similar to the system testing of CSR performed during a CSR upgrade project, and will be conducted by the City of Austin project team

6.4 Acceptance Certification

6.4.1 The Motorola Solutions Project Team will present the City with an acceptance certificate for the Testing Completion.

7.0 Production Server Environment

The Motorola Solutions Project Team will provision a hosted production environment for all components of the CSR mobile apps module.

Note: Any URL addresses for hosted websites, administration servers and other non-city hosted sites related to the project or production should be relayed to the City of Austin Project Manager as soon as they are identified and/or established in order to facilitate the expedited clearance of access to the sites from computers inside the City's firewall.

7.1 Build and Configure Production Server

7.1.1 The Motorola Solutions Project Team will build the production server for the City of Austin based on the exact setup of the test server.

7.1.2 The Motorola Solutions Project Team will configure the production server for the mobile app modules procured by the City of Austin.

7.1.3 The Motorola Solutions Project Team will confirm the production server ready for testing by the City.

7.1.4 The Motorola Solutions Project Team will provide access for the City user to the production server.

7.1.5 The Motorola Solutions Project Team will confirm access for the City user to the production server.

7.2 Prepare Mobile Apps for Field access

This section details the final steps required to prepare for submission of the Mobile App to the iOS (Testflight) and Google (Crashlytics).

7.2.1 The Motorola Solutions Project Team will prepare the mobile app for iOS Testflight.

7.2.2 The Motorola Solutions Project Team will prepare the mobile app for Google Crashlytics.

7.3 Production Validation/Testing

7.3.1 The Motorola Solutions Project Team and the City of Austin team will validate and test the configurations on the production server.

7.3.2 The Motorola Solutions Project Team will address issues from the production server validation and testing.

7.3.3 The City will re-test the production server for acceptance

7.4 Acceptance Certification and Milestone #1

7.4.1 The Motorola Solutions Project Team will present the City with an acceptance certificate for the hosted environment production server setup.

8.0 Mobile App Access

This section details how the City will access the apps initially and app updates over time. In the foreseeable future, Motorola Solutions will push app updates to the registered user base using TestFlight for iOS device users and Crashlytics for Android device users. At a point in the future, Motorola Solutions plans on implementing a Mobile Device Management solution in the cloud for managing the release of app updates to registered users for both iOS and Android device users.

8.1 Setup Mobile App Access

8.1.1 Motorola Solutions to make the iOS Mobile App available through TestFlight

8.1.2 Motorola Solutions to make the Android Mobile App available through Crashlytics

8.1.3 The City to confirm the iOS Mobile App is available through Testflight.

8.1.4 The City to confirm the Android Mobile App is available through Crashlytics

9.0 Maintenance and Support

The Motorola Solutions Project Team will provide the City with any documentation to prepare for soft go-live and future reference.

9.1   The existing Motorola Solutions maintenance and support agreement between the City of Austin and Motorola Solutions covers the PremierOne CSR Citizen Mobile Apps.

Problem Management/Customer Service

Connected Bits provides problem management support for all Connects Bits applications. All problems encountered with services provided by Connected Bits should be directed to the Motorola Solution Solutions Customer Service Help Desk. Problems will be assigned a severity level based on the following criteria:

Table 4: Problem Severity Levels

Problem Severity Level	Description
Severity Level 1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.
Severity Level 2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.
Severity Level 3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.
Severity Level 4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.

Service Level Target Metrics

Service Level Metrics in Table 5 apply to services rendered to the City of Austin and Motorola Solutions by Connected Bits.   Connected Bits shall use all commercially reasonable efforts to meet or exceed the following service level targets:

Table 5: Service Level Target Metrics

Measure	Metric	Target	Comments
Problem Management [1]	Severity Level 1 Problem Resolved	80% resolved within 4 Hours	Refer to Table 4 for Problem Severity Level Descriptions
	Severity Level 2 Problem Resolved	90% resolved within 12 Hours	Refer to Table 4 for Problem Severity Level Descriptions

	Severity Level 3 Problem Resolved [2]	80% resolved within 5 working days	Refer to Table 4 for Problem Severity Level Descriptions
	Severity Level 4 Problem Resolved [2]	75% resolved within 20 working days	Refer to Table 4 for Problem Severity Level Descriptions

City of Austin Responsibilities

Service Administration

City of Austin is encouraged and requested to monitor system availability and report concerns as appropriate through a finite number of System Administrators already established for the PremierOne CSR application.

City of Austin shall provide the necessary resources to assist with the effective deployment, maintenance and administration of the application services (e.g. assistance with the scheduling of planned system maintenance activities).

User Administration

City of Austin is responsible for all interaction with end-users of the application.

Maintenance and Point Releases

Connected Bits is continuously improving the mobile software. Standard maintenance includes no-cost updates for all point releases for those software licenses the City has purchased, which includes updates for the server, serve modules and iPhone and Android clients. The updates will be provided to the City and installed on the test server for the City to test. Once the City has completed their testing the updates will be put into production.

a. Implementation includes support of access by Apple (iOS) software devices and Google (Android) software devices. Service for the most current and at least one prior general release of the software is required. (Android 5, 6, 7 for example)

b. Maintenance of the service includes updates of software as required by Apple and Alphabet/Google to meet their developer standards, terms and conditions for access to supported devices, platforms, factors and associated developer resources.

c. Maintenance of the service includes coordination of updates for availability on newly released software versions and removal of support for older software versions with advance notice to the City of Austin.

10.0 Go Live Launch

The Motorola Solutions Project Team and the City of Austin Project Manager will identify a go-live start date.

10.1 Schedule Launch Date

10.1.1 Schedule CSR Mobile launch

10.2 Conduct Launch Date

10.2.1 Conduct CSR Mobile launch

Mobile App system go-live is defined as production apps are live and available for trained users.

10.2.2 Launch Go-Live Support

The Motorola Solutions Project Team will provide project go-live support for at least five (5) business days from the launch date.

The Motorola Solutions Project Team SME's will be available during the go-live period to assist with troubleshooting in person or via teleconference as needed.

10.3 Acceptance Certification

10.3.1 The Motorola Solutions Project Team will present the City with an acceptance certificate for the Launch Completion.

11.0 Assumptions

1. The Apps will work with current and as many previous versions as possible of Apple iPhone and Android Smart Phone devices in use by major telecommunication providers.

2. Motorola Solutions and Connected Bits will not provide any mobile hardware or wireless service plans for this project.

3. The Citizen is responsible for all wireless provider charges for all data services.

4. The City will perform analysis on which existing Service Request types will be made available for Intake through the CSR Mobile Apps.

5. Motorola Solutions will be providing the hosting of the application. License fees start when the environment is made available to the City of Austin for production.

12.0 Payments and Pricing

The following table outlines the payment milestones based on the tasks and deliverables included in the SOW document.

Deliverable Name	Payment
Payment Milestone #1 – Acceptance of Production environment	Subscriptions for service
Total	**100%**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions per the Contract. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the preceding payment milestones.

Noted below is a chart of quoted costs for subscriptions for the app. The cost will be locked in for the duration of the CSR hosting and maintenance contract.

12.1 PremierOne CSR Citizen Mobile Apps Pricing (Bundles of 20)

Subscriptions	Price per month subscription	Total Price for 1 month	Total Price for 1 year
20	$130	$2,600	$31,200
40	$125	$5,000	$60,000
60	$120	$7,200	$86,400
80	$115	$9,200	$110,400
100+	$110	$11,000	$132,000

Exhibit D: Motorola Solutions ASP Service Level Agreement

City of Austin, Texas

Table of Contents

1. Period and Scope of Agreement

This Service Level Agreement outlines the key business services that Motorola Solutions will provide to the City of Austin. Motorola Solutions will provide application, infrastructure, and operation support services for the software applications and functionalities outlined in the table below:

Application/Functionality	Description
PremierOne CSR system licenses	• One Hundred and Ten (110) PremierOne CSR concurrent users licenses • PremierOne CSR Contact Center • PremierOne CSR Mapping • PremierOne CSR Reporting • Citizen Web Portal • Application Hub • Citizen Platform (Application & Open311) • PremierOne CSR Mobile Note 1: The Citizen Mobile Apps (platform) and PremierOne CSR Mobile app (city worker), provided by Connected Bits, will be hosted by Connected Bits through Amazon hosting services and integrated with the Motorola PremierOne CSR cloud hosting environment. The Connected Bits apps will be covered by this Exhibit A Service Level Agreement.

Table 1: Motorola Solutions Supported Applications/Functionalities

This Agreement will become effective when signed by the City of Austin and Motorola Solutions and will continue until the termination date specified in this Agreement. Application hosting services are provided on a subscription basis, and Motorola Solutions will bill the City annually in advance for the services covered under the scope of this Agreement. This proposal to the City of Austin include hosting/maintenance fees for all provided services covered under the scope of this Agreement.

The proposed five years of the annual Hosting & Maintenance Services are as follows:

- 1st year of annual Hosting Service: January 1, 2018 – December 31, 2018
- 2nd year of annual Hosting Service: January 1, 2019 – December 31, 2019
- 3rd year of annual Hosting Service: January 1, 2020 – December 31, 2020
- 4th year of annual Hosting Service: January 1, 2021 – December 31, 2021
- 5th year of annual Hosting Service: January 1, 2022 – December 31, 2022

PremierOne CSR Five Year Cloud Hosting Pricing

Year	Description	Price	Annual Price
Year One - 2018 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2018 through December 31, 2018.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2018 through December 31, 2018.	$31,668.00	
Year Two - 2019 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2019 through December 31, 2019.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2019 through December 31, 2019.	$31,668.00	
Year Three - 2020 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2020 through December 31, 2020.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2020 through December 31, 2020.	$31,668.00	
Year Four - 2021 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2021 through December 31, 2021.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2021 through December 31, 2021.	$31,668.00	
Year Five - 2022 Annual Cloud Hosting Services.	Public Service PremierOne CSR Cloud Hosting (Main CSR System) from January 1, 2022 through December 31, 2022.	$348,960.00	$380,628.00
	Public Service PremierOne CSR Cloud Hosting (Mobile Platform) from January 1, 2022 through December 31, 2022.	$31,668.00	
		Five Year Cloud Hosting Total	**$1,903,140.00**

2. Motorola Solutions Services

Motorola Solutions will provide the services listed and described below to the City of Austin in support of this Agreement**:**

Motorola Solutions Services	
Service	**Included**
Facility Services	Yes
Operations/Monitoring Services	Yes
Application Administration Services	Yes
Software Maintenance and Upgrade Services	Yes
Application Recovery Services	Yes
Data Information Security Services	Yes
Network Services	Yes
Problem Management/Customer Service	Yes

Table 2: Motorola Solutions Services

Facility Services
Motorola Solutions assumes all responsibility for the computing environment supporting the contracted applications. Motorola Solutions Regional Operations Centers provide the most current technology and procedures in information security and environmental control.

Operations / Monitoring Services
Applications provided by Motorola Solutions are supported by a 24x7 automated monitoring and alert system that notifies support teams in the event of an Application failure. Key customer contacts can be added to the notification list in the event of such a failure.

Application Administration Services
Applications provided under this Agreement will be the responsibility of Motorola Solutions. The City will have no ownership right, other than the access to use the application while the agreement is in effect. Motorola Solutions will own and manage the application, related databases, supporting computing hardware, and necessary operating systems. However, the City of Austin is the owner of all service request data migrated or created in the PremierOne CSR system.

Support services are provided to maintain application availability and respond to City input within the agreed-upon commitment levels. On-site and on-call personnel are provided by Motorola Solutions to achieve these service levels.

Software Maintenance and Upgrade Services

Software maintenance and upgrade services are included in the scope of services provided by Motorola Solutions. Motorola Solutions will provide, at its discretion, software updates to supported applications as applicable. Updates include:

- Supplemental Release – Minor release of PremierOne CSR Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the PremierOne CSR Software. Depending on City's specific configuration, a Supplemental Release may not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.r**3**."

- Standard Release – Major release of PremierOne CSR Software that contains product enhancements and improvements. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.**2**.r3."

Motorola Solutions will provide available supplemental or standard releases without additional license fees or ASP service fees at its discretion and in a timeframe that is beneficial to all parties involved. All services will be performed in accordance with a mutually agreed upon schedule.

Supplemental and Standard Release updates will be provided for the current Product Release only. A "Product Release" is defined as a major release of PremierOne CSR Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "**1**.2.3." For example, upgrades from Release 4.3.0 to 4.3.r1 or 4.4.0 will be provided under the scope of this Agreement. An upgrade from Release 4.3.0 to 5.0.1 will not be provided under the scope of this Agreement and is subject to additional license fees or ASP service fees. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions' opinion will prevail, provided that Motorola Solutions treats the Product offering as a new Product or feature for its end user customers.

Motorola Solutions does not warrant that a Release will meet the City's particular requirement, operate in the combinations that the City will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at the City's request on a time and materials basis at Motorola Solutions' then current rates for professional services.

Application Recovery Services

Motorola Solutions provides the following standard Recovery Services:

- Infrastructure recovery processes integrated within monitoring and backup infrastructure services.
- Off-site tape rotation and retention process.
- Templates for the creation of application specific System Recovery Plans, Test Plans, and Business Impact Analyses.

Business Continuity Services

Motorola provides full coverage of subscribed/licensed Production services to maintain Business Continuity in the event of a failure and declared disaster in the primary Motorola hosting facility. This service excludes any applications that are hosted <u>outside</u> of the primary Motorola hosting facility as well as any Test, Training and Development (Dev) services hosted <u>inside</u> the primary Motorola hosting facility.

In the event of a Severity Level 1 problem, Motorola will make every attempt to restore Production services in a timely manner. If the Severity Level 1 problem persists for an extended time (eg. 12 hours), Motorola may, at its sole discretion, declare a disaster. In the event of a declared disaster, Motorola will notify Customer's primary points-of-contacts via email and telephone. Motorola will communicate disasters through its service desk, telephone, e-mail and other customary business communications channels. Confirmation of the primary points-of-contact will be addressed at regular operations meetings.

This service supports a Recovery Time Objective (RTO) of four (4) hours, meaning that within four (4) hours of a declared disaster, user connectivity will be restored at an alternate data center for Production services. Additionally, the Recovery Point Objective (RPO) is four (4) hours, meaning that no more than four (4) hours of data would be lost prior to the declared disaster. While a four (4) hour RTO and four (4) hour RPO are the standards associated with this service, Motorola will take actions to reduce both the RTO and RPO as much as possible for a declared disaster.

To practice preparedness for a declared disaster, Motorola will conduct coordinated Business Continuity Services testing annually on a mutually agreeable weekend. During the test, a live failover will be conducted in a manner to eliminate RPO and minimize RTO. At the end of the test, the Production services will be failed back to the primary Motorola hosting facility. Production data input during the test will be retained, so that the only impact to the customers will be the RTO for the initial failover and fail back operation.

Any issues discovered during the Business Continuity Services annual test will be documented and mitigated with process, configuration and/or product changes and shared with the City. Motorola considers this part of their continuous improvement quality plan for its Production hosting services.

Data Information Security Services

Motorola Solutions manages the Application and associated City data under the same level of security as internal Motorola Solutions data with the following:
- Security Planning.
- Application and database security
- Security of data on the system and end-user authority
- Automated security monitoring
- Access Control Lists for all computing systems
- Security problem determination and resolution

- Security audits and review of audit logs
- Evaluation and review of new security software

The City requires Motorola Solutions to provide information security and physical security for its hosted data. To verify the security of the city hosted data, the City is requiring the following:

• Motorola Solutions must inform the City of Austin within 24 hours when any suspected breach of access becomes known to Motorola Solutions. This requirement is necessary when a suspected breach involves City data hosted by Motorola Solutions, City access portals hosted by Motorola Solutions, Motorola Solutions systems used to host City data and Motorola Solutions network components used by the City. This information should be e-mailed to ctmsecurity@austintexas.gov. The notification would need to include the contact person at Motorola Solutions, preferably in the information security field, who can give details about the possible breach. The City will call to get details about what data or system might be at risk, the time of the suspected breach and a timeframe from Motorola Solutions regarding the investigation and remediation.

- If multiple security breaches or related integrity and availability issues from multiple breaches occur, it may constitute a breach of contract.

Motorola Solutions will provide to the City an attestation by an objective third party or third party software, stating that the citizen facing PremierOne CSR Citizen Web portal application has been tested for common security vulnerabilities as articulated by the "OWASP Top-10". These include sql injection, cross-site scripting, cross-site request forgery, and others. See www.owasp.org for details. This testing will be performed at the expense of Motorola Solutions and by an objective third party or use third party software.

The attestation may be simply an executive summary of the technical report, stating that the application has been tested against the aforementioned standard, and found to be free of security defect. The vendor will work in good faith to resolve any security issues Identified based on risk imposed from those issues

The City may require Motorola Solutions to re-test the citizen facing PremierOne CSR Citizen Web portal Hosted System if there are significant changes such as addition of functionality, structural or architecture changes, or the addition of infrastructure components.

Network Services

Motorola Solutions will implement and support the following Wide Area Network (WAN) connectivity option as selected by the City and described below:

- Motorola will implement and support SSL connection to the Hosting facility and be responsible for providing adequate infrastructure and response time within the hosting facility. The City is responsible for providing adequate internal network infrastructure to ensure adequate response time from inside their respective LAN and WAN.

Problem Management/Customer Service

Motorola Solutions provides problem management support for all application services covered by this Agreement. All problems encountered with services provided by Motorola Solutions should be directed to the point of contact identified as the primary contact for all interaction with Motorola Solutions and the Customer Service Help Desk. Problems will be assigned a severity level based on the following criteria:

Problem Severity Level	Description
Severity Level 1	Total System Failure occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.
Severity Level 2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.
Severity Level 3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.
Severity Level 4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.

Table 3: Problem Severity Levels

3. Service Level Target Metrics

Service Level Metrics in Table 4 apply to Vendor Hosted services rendered to the City by Motorola Solutions. Motorola Solutions shall use all commercially reasonable efforts to meet or exceed the following service level targets for the Production environment:

Measure	Metric	Target	Comments
PremierOne CSR Application Availability	PremierOne CSR Application available for use	• 99.9% Availability	• Availability measured per Calendar Month • Twelve (12) hours of maintenance per calendar quarter are scheduled as follows: − First Sunday of the first full weekend of each month from 3-7AM CST.
Problem Management	Severity Level 1 Problem Resolved	• 80% resolved within 4 Hours	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone to designated

			contacts in response to the report of the problem from the City within a 30 minute timeframe.
	Severity Level 2 Problem Resolved	• 90% resolved within 12 Hours	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone to designated contacts in response to the report of the problem from the City within a 30 minute timeframe.
	Severity Level 3 Problem Resolved*	• 80% resolved within 5 working days	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone or email to designated contacts in response to the report of the problem from the city within an 8 hour timeframe.
	Severity Level 4 Problem Resolved*	• 75% resolved within 20 working days	Refer to Table 3 for Problem Severity Level Descriptions. Motorola Solutions must respond via phone or email to designated contacts in response to the report of the problem from the City within 2 business days.

* Severity Level 3 and Severity Level 4 Problem Target Metrics apply to availability of Facility Services, hardware infrastructure, and Networks Services. All Severity Level 3 and Severity Level 4 Problems related to Software defects are subject to the Target Metrics outlined in the Maintenance and Support Agreement of the Master Contract.

Table 4: Service Level Target Metrics

Motorola Solutions must provide to the City of Austin a report that outlines the major root cause for all instances of unscheduled system downtime. This preliminary report is to be delivered within five (5) business days of problem ticket closure and a final report in ten (10) business days.

Service Credits

a) System Availability. City of Austin shall receive a Service Credit if it experiences performance issues in which Production System Availability is less than 99.9% and the source of the performance issue is within the sole control of Motorola Solutions. All performance problem(s) will be resolved in accordance with Table 4: Service Level Target Metrics.

b) Failure to determine source and/or remedy. If Motorola Solutions (1) is unable to determine the source of the problem within the time periods described in Table 4: Service Level Target Metrics and/or (2) is the sole source of the problem and is unable to remedy such within the time period described in Table 4: Service Level Target Metrics, Motorola Solutions will deliver a Service Credit to the City of Austin for each two (2) hour period in excess of the time periods for identification and resolution described in Table 4: Service Level Target Metrics. For severity level one problems, Motorola Solutions agrees that Service Credits will start at the end of the 2nd hour.

c) Customer must request service credit. In order to receive any of the Service Credits described in Section 5b above, the City of Austin must notify Motorola Solutions in writing within ninety (90) days from the occurrence of any event for which Service Credit is the remedy.

d) Maximum service credits. In the event that the City of Austin experiences downtime, in other than a catastrophic event, it shall be eligible to receive from Motorola Solutions a Service Credit. The aggregate maximum number of Service Credits to be issued by Motorola Solutions in a single calendar month shall not exceed ten (10) Service Credits. In the event of annual service payments, Service Credits will be issued at the end of the year for which payment was received. Where payment is made quarterly, Service Credits shall be issued for the quarter following the downtime or performance problem, unless the Service Credit is due in the City of Austin's final month of service. In such case, a refund for the dollar value of the Service Credit will be mailed to the City of Austin.

4. City Responsibilities

Service Administration

The City is encouraged and requested to monitor system availability and report concerns as appropriate through a finite number of System Administrators. The City and Motorola Solutions shall jointly determine the specific number of System Administrators who will interact with Motorola Solutions to effectively manage Motorola Solutions services. Once identified, the City, via a Customer Registration Form, shall provide all necessary System Administrator contact information to Motorola Solutions, i.e., name, phone number, mobile phone number, pager number, email address, mailing address, and a secondary point of contact and their contact information.

The City shall provide the necessary resources to assist with the effective deployment, maintenance and administration of the application services (e.g. assistance with the scheduling of planned system maintenance activities).

User Administration

The City is responsible for provisioning and maintaining appropriate end-users of the hosted application with all of the necessary facilities to adequately access and utilize the hosted application; including but not limited to, a Personal Computer (PC) with sufficient processing, memory and networking capabilities.

Network Services

The City is wholly responsible for the support, maintenance, and monitoring of the City's Local Area Network (LAN). Motorola Solutions may, at its discretion, isolate perceived performance problems (e.g., availability) to the LAN and provide relevant data to the City; however, Motorola Solutions bears no responsibility to correct defects located within City's LAN.

5. Definitions

PremierOne CSR and CSR shall mean the Motorola Solutions PremierOne CSR Background Intellectual Property including the object code and all Foreground Intellectual Property related thereto.

Recurring Service Order shall mean the Recurring Service Order for Application Service Provider (ASP) project as executed by the parties.

Downtime shall mean that the PremierOne CSR Application and or the application database are unavailable to the City from City's connection to the Wide Area Network.

Application Availability shall be measured as follows: (Total Minutes of the Month - Minutes of Scheduled Service - Minutes of Downtime) / (Total Minutes of the Month - Minutes of Scheduled Service).

Service Credit shall mean four (4) hours of remote services work to be used at the sole discretion of the City of Austin for any standard services work and the valuation of a service credit is the current service

Attachment A – Change Order Form

CHANGE ORDER # _____

Date:	
Project Name:	
Project Number:	
Customer Name:	City of Austin
Customer Project Mgr:	Theresa Pappas
Contract Number and Date	**No.:**	**Date:**

In accordance with the terms and conditions of the above identified contract between Customer and Motorola Solutions, the following terms and provisions are mutually agreed to:

Purpose of Change Order

The purpose of this Change Order is to

Contract Price Adjustments

Original Contract Value:	$
Previous Change Order amounts for Change Order numbers [____] through [____]	$
This Change Order:	$
New Contract Value:	$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

Changes in Equipment: *(additions, deletions or modifications)*

Changes in Services: *(additions, deletions or modifications)*

Schedule Changes: *(describe change or N/A)*

Pricing Changes: *(describe change or N/A)*

Customer Responsibilities: *(describe change or N/A)*

Payment Schedule for this Change Order: (describe payment terms for this Change Order)

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions   **City of Austin, Texas**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Reviewed   Date:
    by: _____   _____
        Motorola Solutions Project Manager

Attachment B – Acronyms / Terminology

- **CSR –** the Motorola Solutions PremierOne CSR software
- **ASP –** Motorola Solutions-hosted Application Service Provider solution
- **GIS –** Geographic Information System – software used to validate locations, geo-code valid locations, and provide spatial reporting and/or visualization of CSR data
- **Hub or App Hub –** the Motorola Solutions CSR Application Hub software to enable integration
- **CTI –** Computer Telephony Integration – software used to interface CSR to the telephone switch
- **SLA –** Service Level Agreement – expected duration for delivery of a service to support accountability
- **API –** Application Programming Interface – method for accessing an application and providing or retrieving data
- **ESRI –** Environmental Systems Research Institute – standard third-party GIS software embedded within CSR
- **LAN/WAN –** Local Area Network / Wide Area Network
- **SAN –** Storage Area Network
- **VPN –** Virtual Private Network - is a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization's network
- **FAQ –** Frequently Asked Questions
- **BSA –** Business Systems Analyst
- **CB –** Connected Bits
- **PRES –** Presentation instance within CSR utilized for Testing system
- **PROD –** Production instance within CSR utilized for Live customer Database
- **Soft- Launch –** Unannounced Release / Non public

Attachment C – Project Status Report

Project Name

Client	City of Austin	Project Number:	
Project		Week Ending:	Month DD, YYYY
To:		CC:	
From:		Date:	Month DD, YYYY

1.	**Executive Summary**

2.	**Accomplishments for Reporting Period**

3.	**Expected to be Completed Next Period**

4.	**Concern/Issues and Decisions**

5.	**Motorola Solutions Deliverables & Austin Milestones**			
ID	**Description of Deliverable**	**Original Date Due**	**Actual Date Completed**	**Client Approval (Y/N)**
	DELIVERABLES			
1.				
2.				
	MILESTONES			
1.				
2.				
3.				

6.	Summary of Action Items				
Number	**Description of Issue**	**Date Discovered**	**Date to Resolve By**	**Date Resolved**
1				
2				
3				
4				
5				
6				
7				

7.	Change Requests for This Period				
CR#	**Date Initiated**	**Description Change**	**Estimated Days**	**Customer Approved**	**Customer Budget Approved**

8.	Miscellaneous

Attachment D – Meeting Minutes

City of Austin Project <Meeting Name>
Meeting Minutes

Meeting Minutes Author	Meeting Date	Meeting Time	Meeting Location
	Month DD, YYYY	HH:MI AM	

TYPE OF MEETING	
FACILITATOR	
ATTENDEES	

Meeting Agenda

Topic 1
Topic 2

Topic   **Topic 1**   **Presenter:**

DISCUSSION	
Details discussed at the meeting regarding Topic 1	

Topic   **Topic 2**   **Presenter:**

DISCUSSION	
Details discussed at the meeting regarding Topic 2	

ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE

Attachment E – Acceptance Certificate

<Date>
<Customer Representative's Name>
City of Austin, Texas
<Address>
<City, State, ZIP Code>

Re: **Milestone Acceptance Certificate**
Project: PremierOne CSR Field Mobile Module

Dear <Customer Representative's Name>:

Please recognize completion of this Project Milestone by signing below. This milestone is for <Milestone Name >. Kindly return a signed copy, confirming acceptance of this milestone to your Project Manager. You email to Theresa Pappas, theresa.pappas@motorolasolutions.com.
Billing Event:

 □   This milestone is an invoice event. Signing of this certificate authorizes Motorola to invoice <Payment Milestone> for <$$,$$$>. The invoice will be generated upon receipt of this signed certificate.
                                        OR

 □   This milestone is a progress milestone only, no invoice will be generated.

I want to thank you and your team for your continued cooperation in this project. We at Motorola look forward to continuing our relationship with your agency. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Theresa Pappas
Project Manager
Phone: 850.621.5997

The undersigned acknowledges completion of the < Milestone Name > milestone.

City of Austin:

Signature: _____   Date: _____

Print Name: _____

Title: _____

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1)   Not to engage in any discriminatory employment practice defined in this chapter.

(2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6)   To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7)   To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ____18th____ day of __December__ , _2017_

CONTRACTOR
Authorized
Signature

Motorola Solutions Inc

Title

MSSI Vice President

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _MOTOROLA SOLUTIONS Inc_

Signature of Officer or
Authorized
Representative: _RR_   Date: _12/1/17_

Printed Name: _Richard Rigsbee_

Title: _MSSSI Vice President_

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
			Motorola Solutions, Inc.	

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $14.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $14.00 per hour.

Contractor's Name: _MOTOROLA SOLUTIONS INC_

Signature of Officer or Authorized Representative: _Richard T Rigsbee_ Date: _12/1/17_

Printed Name: _Richard T Rigsbee_

Title: _MSSSI Vice President_

Attachment 5
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number:	Description of Services:
Contractor Name:	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Prime Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $14.00 per hour, and is further responsible for assuring that employees of all tiers of subcontractors are likewise paid a minimum Living Wage equal to or greater than $14.00. In addition, employees of both the Prime Contractor and all tiers of subcontractors directly assigned to the referenced contract are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than $14.00 per hour.

Employee's Title:	
MSSSI Nice President	
Signature of Employee	Date
[signature]	12/.1/17
Type or Print Name	
Richard Rigsbee	

_____
(Witness Signature)

_____
(Printed Name)

To report a non-compliance issue with the City of Austin's Living Wage Program on this contract, please send an email to PurchasingContractsHelp@austintexas.gov

City of Austin FSD Purchasing Office
Certificate of Exemption

DATE: 05/04/2017   DEPT: Austin Energy/Austin 3-1-1

TO: Purchasing Officer or Designee   FROM: Cindi Perez

BUYER: Jim Howard   PHONE: (512) 972-9801

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

○ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

○ a procurement necessary to preserve or protect the public health or safety of municipality's residents

○ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

○ a procurement for personal, professional, or planning services

○ a procurement for work that is performed and paid for by the day as the work progresses

○ a purchase of land or right-of-way

◉ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

○ a purchase of rare books, papers, and other library materials for a public library

○ paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

○ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

○ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212

○ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for

cooperative purchasing administered by a regional planning commission established under Chapter 391

○ services performed by blind or severely disabled persons

○ goods purchased by a municipality for subsequent retail sale by the municipality

○ electricity

○ advertising, other than legal notices

○ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.

- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u>

- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.

- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.

- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Motorola Solutions is the only provider of the PremierOne Customer Service Request (CSR) system. This system is a proprietary system, and is not available from any resellers or other providers. The vendor has provided a letter attesting to this status.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Motorola Solutions' CSR system has been in use for managing citizen service requests and providing standardized information since 2004. The current system supports handling of requests from over 1 million calls and over 200,000 service requests annually. The current system has complex and interdependent connectivity with multiple citizen-facing portals, internal and public databases, and work systems for multiple city departments. These include an interfaced phone app and web site for citizen intake and updates, automated two-way data integration via city internal services with Maximo, Chameleon and Amanda software systems, a public web portal for open data with mapping and updates on over 250,000 service requests, and detailed service request processing for over 200 different types of requests with reporting, embedded geographic information, escalation and triage criteria and processes. Estimated costs and considerations to replace CSR with another CRM system would include $2 million for implementation and $ 1.5 million in personnel costs for training, implementation, testing, and transition support.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Motorola Solutions
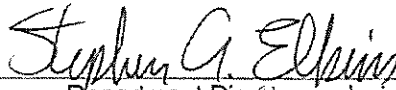which will cost approximately $ 2,500,000.00 _____ (Provide estimate and/or breakdown of cost).

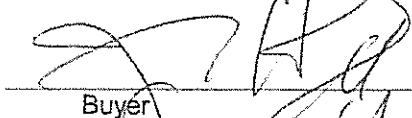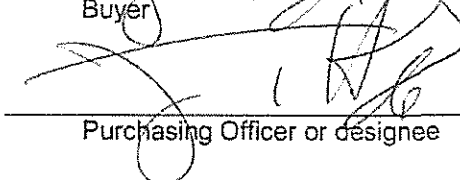|		
Recommended Certification	_Creti Peny_ Originator	_6/19/17_ Date
Approved Certification	_Stephen G. Elkins_ Department Director or designee	_6/20/2017_ Date
	_____ Assistant City Manager / General Manager or designee (if applicable)	_6/22/17_ Date
Purchasing Review (if applicable)	_____ Buyer	_6/29/17_ Date _TH_ Manager Initials
Exemption Authorized (if applicable)	_____ Purchasing Officer or designee	_6/29/17_ Date

02/26/2013

MOTOROLA *SOLUTIONS*

April 5, 2017

Mr. Bill Starks, PMP
Vendor and Project Management
Austin 3-1-1
City of Austin, Texas

Mr. Starks:

The City of Austin is currently using the Motorola PremierOne CSR software solutions in the 3-1-1 center and across the City, which Motorola provides the cloud hosting, maintenance, support and services for these systems. This includes the following products/solutions:

- PremierOne CSR
- PremierOne CSR Contact Center
- PremierOne CSR Citizen Web Intake
- PremierOne CSR Citizen Mobile Apps including Open311 portal.
- PremierOne CSR Mobile

These products/solutions are proprietary to Motorola and we are the sole provider of these software products/solutions, the cloud hosting, the maintenance, support and services associated with the system. Motorola has not authorized any third parties to provide these products/solutions or the maintenance and support of the systems.

We look forward to our continued relationship with the City and please contact me if you have any questions or I can be of any assistance. You can reach me in the office at 770-505-1208 or via email at k.leverett@motorolasolutions.com.

Sincerely,

Kenny Leverett
National Sales Director, Public Service
Motorola Solutions, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

<table>
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OFFICE USE ONLY
CERTIFICATION OF FILING

</td></tr>
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1	Name of business entity filing form, and the city, state and country of the business entity's place of business. Motorola Solutions Austin, TX United States	**Certificate Number:** 2017-280775 **Date Filed:** 11/07/2017
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Austin	**Date Acknowledged:**

3   Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA-5600-NS180000009
5 year PremierOne CSR Hosting Services

4			Nature of interest (check applicable)	
	Name of Interested Party	**City, State, Country (place of business)**	**Controlling**	**Intermediary**

5   Check only if there is NO Interested Party.   [X]

6   **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

BETH SHELTON
Notary ID #11199507
My Commission Expires
April 23, 2018

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ___Richard R Russek___, this the ___7___ day of ___November___

20_17___, to certify which, witness my hand and seal of office.

Beth Shelton	_Beth Shelton_	_Notary_
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath