



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Emergency Services	Department Contact	Michael Bennett
Contact Email	michael.bennett@louisvilleky.gov	Contact Phone	502-572-3465

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	08/25/2015	08/24/2022		

VENDOR INFORMATION

Vendor Legal Name	Motorola Solutions Inc				
DBA					
Point of Contact	Dave Nomm	Email	dave.nomm@motorolasolutions.com		
Street	500 West Monroe				
Suite/Floor/Apt		Phone			
City	Chicago	State	IL	Zip Code	60661
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$623,681.00	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	365	2790	270900	522431
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly	✓	Upon Completion / Delivery	
		Quarterly		Other	



Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

The Maintenance Agreement and the Service Upgrade Agreement is a portion of a 10 year contract which allows for the Public Safety Radio System Infrastructure to be upgraded every two years over a ten year period. Regular upgrades to the system help ensure the radio system is well functioning and limits risk of liability on the system. The system is what all public safety and public service agencies utilize to talk to each other on the radio.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Louisville Metro Government has committed to Motorola as the service provider for its radio system. Motorola is the largest vendor in this space and the only one who could provide the products and services to meet the needs of LMG. Breaking out the upgrades into small upgrades over a 10 year period eliminates the need for a large, singular outlay of capital funds in the future. The system now in place is completely interoperable within Jefferson County and our surrounding counties. LMG cannot provide this service on its own. Louisville Metro Emergency Services has staff dedicated to the maintenance of the system, but cannot itself run the system.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director [Signature: Edward Moran III] Date 8/11/2021

Signature EDWARD MORAN III
Printed Name

Purchasing Director [Signature: Joel Neaveill] Date 9/14/2021

DocuSigned by:
Signature B4B46603FB3A42D...

Joel Neaveill

SUMMARY MOTOROLA SOLUTIONS INC SERVICE UPGRADE AGREEMENT

The Service Upgrade Agreement is a portion of a 10-year contract with allows for the proprietary system to be upgraded every two years over a ten-year period. Allowing for small upgrades over a 10-year period eliminates the need eliminates the need for a large, singular outlay of capital funds in the future.

Pricing for the Life Support Plan is \$623,681 annually. (Referenced on Section 5 of the Metrosafe Communications Migration Plan.

good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract and the annual payments can be processed solely against this contract.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$13,992,378. A Pricing Summary is included with the Payment Schedule in Exhibit B. The System price is \$7,755,567 and the ten (10) year Lifecycle Support Plan price is \$6,236,811, based on initial System design. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay and all freight charges. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon inspection of the Equipment at the Customer's location. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

