

NON- TARGET MARKET

**RE-ISSUANCE FOR
REQUEST FOR QUALIFICATIONS (“RFQ”)**

For

Information Technology and Related Services for Various Scope Categories:

**Application Development, Support and Ongoing Maintenance
GIS Application Development, Support and Ongoing Maintenance
Database Support and Ongoing Maintenance
IT Infrastructure Design
Management Consulting
Innovation Consulting**

Specification No. 66760

Required for use by:

**CITY OF CHICAGO
Department of Innovation and Technology
On Behalf of Various City Departments**

This RFQ distributed by:

**CITY OF CHICAGO
(Department of Procurement Services)**

All Qualifications and other communications must be addressed and returned to:

**Jamie L. Rhee, Chief Procurement Officer
Attention: Charlita Fain
Department of Procurement Services
Bid and Bond Room - Room 301 City Hall
121 North LaSalle Street
Chicago, Illinois 60602**

A Pre-Submittal Conference will be held on Thursday, November 10, 2011 at 2 PM Central Standard Time on the 27th floor in Room 2704, Daley Center, 50 W. Washington Street, Chicago, Illinois. Attendance is Non-Mandatory, but encouraged.

All Qualifications must be sealed and received no later than 4:00 p.m., Central Standard Time, on Wednesday, November 30, 2011.

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

Table of Content

I.	GENERAL INVITATION	3
A.	RFQ DOWNLOADING FROM CITY WEBSITE	3
B.	SUMMARY OF CHANGES TO RFQ PROCESS	4
II.	GENERAL INFORMATION AND GUIDELINES	5
A.	COMMUNICATIONS BETWEEN THE CITY OF CHICAGO AND RESPONDENTS	5
B.	DEADLINE AND PROCEDURES FOR SUBMITTING QUALIFICATIONS	6
C.	RFQ INFORMATION RESOURCES.....	7
D.	RFQ TIMETABLE.....	7
III.	SCOPE OF SERVICES	7
A.	SCOPE CATEGORIES	8
B.	TASK ORDER REQUESTS.....	8
C.	TERM OF CONTRACT.....	9
IV.	PREPARING QUALIFICATIONS: REQUIRED INFORMATION.....	9
A.	FORMAT OF QUALIFICATIONS.....	9
B.	REQUIRED CONTENT OF QUALIFICATIONS	10
V.	EVALUATING QUALIFICATIONS	13
VI.	VENDOR SELECTION PROCESS	14
VII.	CONFIDENTIALITY.....	15
VIII.	ADDITIONAL DETAILS OF THE RFQ PROCESS	15
A.	ADDENDA.....	15
B.	CITY'S RIGHTS TO REJECT QUALIFICATIONS	16
C.	NO LIABILITY FOR COSTS	16
D.	NO GUARANTEE OF AWARDED WORK.....	16
E.	QUALIFIED VENDOR INFORMATION CHANGE.....	16
F.	FALSE STATEMENTS	16
G.	PROHIBITION ON CERTAIN CONTRIBUTIONS	17

LIST OF EXHIBITS

1. [Sample Task Order Request Template](#)
2. [Instructions for Scope Category Documents](#)
3. [Application Development, Support and Ongoing Maintenance Scope](#)
4. [GIS Application Development, Support and Ongoing Maintenance Scope](#)
5. [Database Support and Ongoing Maintenance Scope](#)
6. [IT Infrastructure Design Scope](#)
7. [Management Consulting Scope](#)
8. [Innovation Consulting Scope](#)
9. [Primary and Subcontractor Respondent Profile](#)
10. [List of Government Projects](#)
11. [References](#)
12. [Anticipated City of Chicago Terms & Conditions](#)
13. [Economic Disclosure Statement and Affidavit \(EDS\)](#)
14. [Insurance Requirements and Certificate](#)
15. [Task Order **Non**-Target Market Special Conditions Regarding \(MBE/WBE\) Commitment and Sample MBE/WBE Commitment Letter](#)

REQUEST FOR QUALIFICATIONS (RFQ)

For Information Technology and Related Services

Specification No. 66760

I. GENERAL INVITATION

The City of Chicago (the "City"), acting through its Department of Innovation and Technology ("Department"), invites the submission of qualifications to provide consulting for Information Technology and Related Services. **All City of Chicago certified minority owned and women owned businesses are encouraged to respond to the Target Market version of this RFQ under Specification No. 66759.** The intent of the RFQ is to identify companies that are qualified to perform services related to one or more of the following Scope Categories, which are described in further detail in the Scope section and attached [exhibits](#):

1. Application Development, Support and Ongoing Maintenance
2. GIS Development, Support and Ongoing Maintenance
3. Database Support and Ongoing Maintenance
4. IT Infrastructure Design
5. Management Consulting
6. Innovation Consulting

Companies with expertise and demonstrated experience in these areas, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFQ, which is an open solicitation to pre-qualify companies in the above Scope Categories during various evaluation cycles. Companies may respond to any or all of the six scope categories mentioned above as described in further detail in Section III, A. Respondents should note that the City encourages comprehensive responses to this RFQ to identify Respondents' ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in response, evaluation and selection related to this RFQ.

For the purposes of this RFQ, Chief Procurement Officer ("CPO") means the Chief Procurement Officer for the City of Chicago. Chief Information Officer ("CIO") means the Commissioner of the Department of Innovation and Technology. "Department" means the Department of Innovation and Technology ("DoIT"). ("DPS") means the Department of Procurement Services. "Respondents" means the companies or individuals that submit qualification information in response to this RFQ. The documents submitted will be referred to as "Qualifications".

The City may award one or more Master Consulting Agreements in each Scope Category to qualified firms as a result of this RFQ, if in the opinion of the CPO the best interests of the City will be served. The work contemplated is professional in nature. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or subconsultants of any tier shall be competent to perform the services required under this RFQ document.

A. RFQ Downloading from City Website

RFQ DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS:

<http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2011/Spec66760rev.pdf>

A Respondent who chooses to download a RFQ solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your bid or proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFQ materials. If the Respondent chooses to download and print the RFQ document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent's business card, referencing Specification No. 66760 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent's company as an RFQ document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFQ.

B. Summary of Changes to RFQ Process

In the past, the City has issued RFQs and awarded contracts to selected Respondents. This RFQ includes some changes to the prior RFQs and are summarized below:

- 1. The City anticipates awarding Task Order based Master Consulting Agreements (MCAs) on a periodic basis beginning with an evaluation cycle identified by the dates in this document. Respondents may submit RFQ responses at any time after the due date identified in this document to be considered for an MCA award during subsequent evaluation cycles. The City reserves the right to establish the frequency and dates of subsequent reviews without notice based on the number of pending RFQ responses, demand for services or other criteria.**
- 2. A Pre-Submittal Conference may not be offered in subsequent evaluation cycles.**
- 3. Respondents who are awarded MCAs as a result of one of the review cycles will require a more rigorous Respondent submittal process and City evaluation.**
4. Respondents may not be evaluated exclusively by individual Scope Category (e.g., management consulting). Rather, MCAs may be awarded based on evaluation of Respondent's ability to provide maximum scope category coverage for which a Respondent (including all partners, subcontractors and other identified resources) is deemed to be qualified. Respondents can reply to one or more scope(s) in a single set of Qualifications. **ONLY ONE (1) QUALIFICATION FROM EACH RESPONDENT WILL BE ACCEPTED**
5. The descriptions for Scope Categories remains the same, but Scope Category #6 (Innovation Consulting) has been added. For evaluation purposes, each category now includes questions in two parts: a qualifier section and a detailed section. The qualifier section will have a few higher-level questions to determine overall competence for that category; the detailed questions are more specific and expand on the topics in the qualifier questions. Depending on the response to the qualifier questions, it is possible that the remaining detailed questions for that particular scope must be skipped. See Section IIIA for more information related to the description of each Scope Category.
6. Attached to this RFQ as Exhibit 12 are anticipated City of Chicago Terms and Conditions. Respondents are required to review the attached Terms and Conditions and acknowledge in the required Cover Letter, their acceptance of the Terms and Conditions as attached in Exhibit 12. Upon completion of the evaluation and selection process, the City of Chicago will issue to each selected Respondent a final Master Consulting Agreement for signature. Respondents are required to accept all terms and conditions as stated in the final Master Consulting Agreement as the City does not anticipate allowance of Agreement negotiation.

7. Companies currently awarded an MCA for specific Scope Categories who have already qualified for one or more scopes in a previous review cycle may re-apply for new scopes. Vendors need not reapply for the same scopes .
8. **This RFQ solicitation has two parts (Target Market under Specification No. 66759 and Non-Target Market under Specification No. 66760). The City of Chicago seeks to build capacity and maximize business opportunities for companies who are currently certified with the City of Chicago as Minority Business Enterprises (“MBE”) and/or Women Business Enterprises (“WBE”) in various information technology areas of specialty relating to Scope Categories in Section III A and Exhibits 3 through 8 of this RFQ. To accomplish this, the City of Chicago encourages qualified MBE/WBE firms who are currently certified with the City of Chicago to submit their Qualifications under both the Non-Target Market and Target Market RFQ solicitation documents to be eligible for future projects identified as either “Target Market Task Orders” or “Non-Target Market Task Orders”. DoIT in conjunction with other City Departments will identify specific projects that lend themselves to “Target Market Task Order” solicitation. Certified MBE/WBE companies currently awarded Non-Target Market MCAs for specific Scope Categories who have already qualified for one or more scopes in a previous evaluation cycle may re-apply for the same scopes and new scopes under the Target Market RFQ.**
9. Respondents are encouraged to partner with subcontractors in areas where the Respondent’s expertise is weaker. The City is not requiring Respondents to enter into agreements with specific subcontractors in this qualifying process; however, all minority and women owned business enterprise (MBE and WBE) requirements must be met, should the Respondent be qualified and work be awarded for that contract. Respondents acknowledge via response to this RFQ that the City reserves the right, based on Task Order Request description and solicitation, to increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women Owned Business Enterprises. Acceptance of Anticipated City of Chicago Terms and Conditions and the final Master Consulting Agreement further stipulates Respondents agreement to abide by Task Order Request details, which will include the required level of M/WBE participation. The City will rigorously monitor this during the term of the contract.
10. Task Order Request documents may be sent to one or more pre-qualified Consultants awarded an MCA in a particular Scope Category. Due to the above change of not requiring committed agreements with subcontractors, including MBE and WBE firms, to perform such work, each Task Order Request must contain information regarding the qualifications of any proposed subcontractors. Task Order Request documentation related to M/WBE participation (Schedules C-3 and D-3) will be used as part of the City’s evaluation of Consultants qualifications to perform the Task Order services. A sample Task Order Request template is included as [Exhibit 1](#). This is for the Respondent’s information only; no response is required. This template will be revised as needed for the specific project’s needs and technology changes.

Further information about many of these changes can be found in the following sections and [exhibits](#) to this RFQ.

II. GENERAL INFORMATION AND GUIDELINES

A. Communications Between the City of Chicago and Respondents

1. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services.

All questions or requests for clarification must be in writing, sent by email, to Charlita Fain at Charlita.Fain@cityofchicago.org or fax at (312) 744-7679, and directed to the attention of Charlita Fain, Department of Procurement Services, Room 403, City Hall and **must be received no later than 4:00 p.m. Central Standard Time on Friday, November 11, 2011.**

The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are “Questions and Requests for Clarification” about the RFQ, and are “Not a Proposal” and must refer to “Request for Qualifications (“RFQ”) for Information Technology and Related

Services for the City of Chicago, Specification No. 66760. No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFQ process.

Please note the above due date for submission of questions will not apply in subsequent evaluation cycles.

2. Pre-Submittal Conference

A Pre-Submittal Conference for further orientation and to respond to questions or requests to clarification as described above will be held as follows:

The Pre-Submittal Conference will be held on Thursday, November 10, 2011 at Daley Center, 50 W. Washington Street, 27th Floor, Room 2704. The Pre-Submittal Conference will begin at 2pm.

Please note that a Pre-Submittal Conference may not be offered in subsequent evaluation cycles.

B. Deadline And Procedures for Submitting Qualifications

1. The City is initiating an open qualifications process for this RFQ, whereby Respondents are invited to submit their Qualifications for one or more of the six Scope Categories of Information Technology Services to the City. Again, Respondents should note that the City encourages comprehensive responses to this RFQ identifying Respondents ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in evaluation and selection related to this RFQ.
2. Qualifications must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4 pm Central Standard Time on Wednesday, November 30, 2011 in order to be considered in the initial evaluation period as defined further in Section II D below.
3. **Qualifications that are not received by the date and time set forth in Section II, B, 2 may not be reviewed in the current cycle of evaluations, but will be held for the next evaluation cycle. Only the Chief Procurement Officer is empowered to determine whether to consider late Qualifications in this cycle of evaluations.**

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Qualifications must be placed in the depository located in the Bid and Bond Room located in Room 301, City Hall. The time of the receipt of all Qualifications to this RFQ will be determined solely by the clock located in the Bid and Bond Room of City Hall. It is the Respondent's sole responsibility to ensure that the Qualifications are received as required.

4. Qualifications must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Attention: Charlita Fain
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

5. Respondents are required to submit one (1) complete hardcopy ORIGINAL Qualifications, inclusive of all attachments, exhibits, schedules, etc. The ORIGINAL hardcopy document must include an electronic version (CD) of the complete Qualifications. If more than one CD is required, include labeling to indicate which areas of the RFQ are included on each

CD.

Qualifications submitted should contain the following components as separate files in the format indicated:

Cover Letter	Word
Respondent Profile (Ex. 9)	Word
List of Government Projects (Ex. 10)	Word
Scope Categories (Ex 3 through 8) as separate files; e.g., if submitting qualifications for all 6 scopes, 6 files are required.	Word
Reference List (Ex. 11)	Word
Professional Qualifications (Resumes of Key Personnel)	Word or PDF
MBE/WBE Commitment Letter (Ex. 15)	PDF (scan after signature)
Economic Disclosure Statement and Affidavit (Ex. 13)	PDF (scan after signature)
Insurance Requirements and Certificate (Ex. 14)	PDF (scan after signature)
Any additional supporting documentation	Any format, but included in zip

6. The outside of each sealed envelope or package must be labeled as follows:

“Qualifications Enclosed
Request for Qualifications (RFQ) for
Information Technology and Related Services
Specification No: 66760
Scope Category: (List all scopes for which Respondent is submitting a response)
Due: 4:00 p.m., Wednesday, November 30, 2011
Submitted by: (Name of Respondent)
Package ____ of ____”

C. RFQ Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFQ can be located in the following areas of the City's website: www.cityofchicago.org/Procurement:

- Pre-Submittal Conference Attendees
- Addendums and Exhibits, if any
- Search MBE/WBE Directory Database

D. RFQ Timetable

The timetable for the receipt of initial first round Qualifications is summarized below.

RFQ Re-Issuance Date:	<i>Friday, October 28, 2011</i>
Pre-Submittal Conference Date:	<i>Thursday, November 10, 2011</i>
RFQ Questions Due:	<i>Friday, November 11, 2011</i>
Qualification Due Date*:	<i>Wednesday, November 30, 2011</i>

* Per the DPS web site: www.cityofchicago.org/Procurement, this is an open solicitation. The City will collect Qualifications after the posted due date for future evaluation cycles.

III. SCOPE OF SERVICES

A. Scope Categories

The needs for which the City wishes to qualify technology support vendors are grouped into six categories as summarized below. Requirements are further detailed in the [exhibits](#) as indicated at the end of each summary. Instructions for completion of the Scope Category Documents can be found in [Exhibit 2](#).

1. Application Development, Support and Ongoing Maintenance: This category includes development of computer applications and related databases using approved City technologies to be deployed primarily via the web, but also includes legacy mainframe-based enhancements and development or enhancement of reporting layers, such as Business Objects universes. The scope of activities can range from initial development and deployment, through enhancements and/or interfaces, and ongoing support for those applications, including help desk services and training. Please see Exhibit 3 for more detailed qualifiers and other requirements.
2. GIS Application Development, Support and Ongoing Maintenance: Similar to the above scope, this category is specifically for applications whose primary functionality is related to GIS. Please see Exhibit 4 for more detailed qualifiers and other requirements.
3. Database Support and Ongoing Maintenance: This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training. Please see Exhibit 5 for more detailed qualifiers and other requirements.
4. IT Infrastructure Design: Using approved City technology, this category encompasses activities related to design through implementation and support of products or services to integrate into our WAN, LAN, and wireless environments. Additionally, IT security assessments and business continuity planning for those environments are included in this category. Please see Exhibit 6 for more detailed qualifiers and other requirements.
5. Management Consulting: Projects under this category would involve management consulting to analyze and make recommendations for business process improvements, develop functional requirements for new applications, provide management training, and projects of a similar nature. Please see Exhibit 7 for more detailed qualifiers and other requirements.
6. Innovation Consulting: This category includes research, development, prototyping and implementation of concepts for new services, products and processes to address unmet user needs. It also may include activities that assess and strengthen the capacity for innovation among City departments and staff. Please see Exhibit 8 for more detailed qualifiers and other requirements.

B. Task Order Requests

This RFQ is non-project specific. Accordingly, selected firms will be awarded Task Order driven "Depends Upon Requirements" Master Consulting Agreements ("MCA"), whereby an upper compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary.

1. Task Orders

The CIO of DoIT or the Commissioner of a City Department may provide the Consultant with a standard Task Order Request ("TOR") form after contract award, as specific projects are identified. All Services must be authorized by a written Task Order per the following procedures.

The Contractor acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Contractor; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other contractors and, in

the CPO's sole discretion, the City may issue a Task Order Request to only one contractor or may issue the same Task Order Request to more than one contractor in order to obtain competitive proposals.

Upon the written approval of the CIO and Commissioner, Department will issue a TOR specifically referencing the Master Consulting Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, budget, deliverables, list of key personnel and MBE/WBE involvement all of which must conform to the terms of the TOR and the terms and conditions of the Master Consulting Agreement. Consultant must not respond to any TOR not approved in writing by the CIO and Commissioner and/or not within the scope of service for the category awarded in the Master Agreement. Costs associated with the preparation of a Task Order proposal are not compensable under the Master Consulting Agreement and the City is not liable for any additional costs.

Following Consultant's submission of a proposal in response to the TOR, the CIO, Commissioner and CPO will review the Task Order proposal and may elect to approve it, reject it or use it as a basis for further negotiations with the Consultant regarding the scope of the project and the project completion date. If the City and the Consultant negotiate the scope of the project, compensation and/or the project completion date, the Consultant must submit a revised Task Order (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the CPO and no Task Order will become binding upon the City until it is approved, in writing, by the CPO. Absent approval of a Task Order by the CPO, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to the Consultant for any Services provided by the Consultant pursuant to the Task Order, or otherwise.

2. Notice to Proceed

The Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner of Department or authorized designee.

C. Term of Contract

Any Master Consulting Agreement awarded pursuant to this RFQ solicitation shall be for a base contract period not to exceed six years with no anticipated extension options.

IV. PREPARING QUALIFICATIONS: REQUIRED INFORMATION

The Qualifications must contain all of the following documents in the formats/media as required below.

RESPONDENTS ARE INSTRUCTED TO SUBMIT ALL REQUIRED QUALIFICATION INFORMATION IN THE FORMAT AND CONTENT REQUIRED UNDER THIS RFQ. CHANGE OF THE SUBMITTAL INFORMATION FORMAT IS NOT ACCEPTABLE AND MAY BE REJECTED AS A RESULT OF NON-CONFORMITY TO QUALIFICATION REQUIREMENTS.

A. Format of Qualifications

Qualifications required in hardcopy should be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for bids, qualifications, reports, and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

Sections should be separated by labeled tabs and organized in accordance with subject matter

sequence as set forth in Section IV B. For each proposed Scope Category, separate applicable information pertinent to particular Scope Categories by a tabbed divider so the City can clearly distinguish Qualifications related to each.

B. Required Content of Qualifications

At a minimum, the Qualifications must include the following items in the media stated:

1. Cover Letter/Executive Summary – Hardcopy and Softcopy

Respondent must submit a cover letter signed by an authorized representative of its company. The letter must:

- (i) Describe the specific technology and related products and/or methodologies that will be the Respondent's focus during the term of the Agreement. In addition, the letter should clearly indicate the Scope Categories for which the Respondent is submitting its Qualifications, and which ones the Respondent is not submitting.
- (ii) Identify the legal name of the firm, its headquarter address, its principal place of business, its legal form (i.e. corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in the State of Illinois with more recent documents filed with and obtained from the Secretary of State.
- (iii) If the company is comprised of more than one legal entity (e.g., the company is a limited partnership or joint venture), then Respondent must identify all entities, and summarize the role, degree of involvement, and experience of each entity separately.
- (iv) If the company has previously been awarded an MCA, the cover letter should clearly state the objective of the current submission (e.g. it seeks to be awarded a new MCA under its existing scope(s) or it seeks to be considered for new scopes). The City of Chicago encourages qualified MBE/WBE firms who are currently certified with the City of Chicago in one or more Scope Categories to submit their Qualifications under both the Non-Target Market and Target Market RFQ solicitation documents. Certified MBE/WBE companies currently awarded Non-Target Market MCAs for specific Scope Categories who have already qualified for one or more scopes in a previous evaluation cycle may re-apply for the same scopes and new scopes under the Target Market RFQ. Non-MBE/WBE companies currently awarded Non-Target Market MCAs for specific Scope Categories who have already qualified for one or more scopes in a previous evaluation cycle may submit their Qualifications for new scopes, but are not required to re-apply for the same scopes awarded in their current MCAs.**
- (v) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (vi) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Task Order Target Market Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment attached to this RFQ in Exhibit 15.
- (vii) Respondents are further required to acknowledge in the Cover Letter acceptance of Anticipated City of Chicago Terms and Conditions in Exhibit 12.
- (viii) Acknowledge receipt of Addendum, if any, issued by the City.

2. Respondent Profile – Hardcopy and Softcopy

Respondent must complete the Respondent Profile (Exhibit 9), which includes information regarding number of years in business, location, number of technical and other staff, etc. There is also a section (Pages 2 and 3 of the [exhibit](#)) that requires descriptions of development, project management, quality control and other related methodologies. Company collateral that provide further information may be included in the submittal in hardcopy only - - do not include URLs. Page 4 of this [exhibit](#) should be used to include any Subcontractor profiles.

If Respondent is a business entity that is comprised of more than one legal participant (e.g. Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work. Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B-3 as shown in Exhibit 15, if joint venture includes City of Chicago certified MBE/WBE firms, as applicable
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 13.
- (iii) Insurance certificate in the name of the joint venture business entity. See Exhibit 14.

3. List of Government Projects – Hardcopy and Softcopy

Respondent must list all projects completed and in process for the last three years for all government and public sector clients, whether as primary vendor or a subcontractor. Respondents are encouraged to attach written documentation supporting their performance on the projects submitted. See Exhibit 10.

4. Scope Categories – Hardcopy and Softcopy

Respondent must include completed scope documents for those categories it is qualified to perform. The instructions for completion of those documents can be found in [Exhibit 2](#); scope documents themselves are Exhibits 3 through 8. Failure to include all requested information, such as identification of references, number of projects handled for each question, etc., may result in automatic rejection for that category.

5. References – Hardcopy and Softcopy

References identified by number in the scope documents should be recapped on the References form (Exhibit 11). A minimum of three references should be provided per Scope Category being proposed; a reference may be used for more than one category. Each of the three references should demonstrate Respondent's ability to service both public and private sector. Therefore, only two City references per scope will be allowed for purposes of this RFQ. Vendors are encouraged to include as many projects as they can to demonstrate expertise for a given scope. The Respondent is encouraged to include any additional documentation (brochures, URLs, etc.) that provides more information about that reference project. It is the Respondent's responsibility to ensure that the contact information for each reference is current (whether they are still with the referenced firm or not) and the contacts are aware that City personnel will contact them. In addition, the contact person must be someone that can attest to the specific technical aspects of the reference project, as indicated in the scope document(s) for which the Respondent is indicating that reference. Failure to provide current and appropriate contacts for references will be deemed non-responsive.

6. Anticipated City of Chicago Terms and Conditions Hardcopy

The City will require the selected Respondent to accept the terms and conditions as

detailed in the Anticipated Terms and Conditions, attached to this RFQ as Exhibit 12. Respondents may not take exception to these anticipated Terms and Conditions. The City does not anticipate negotiation of any of the Terms and Conditions, but reserves the right to modify them at its discretion and make such edits available to all companies being awarded MCAs. All selected Respondents will receive a final, Master Consulting Agreement, to be executed based on the Terms and Conditions attached as Exhibit 12. Respondent must submit a letter addressed to the CPO with a statement accepting the City's terms and conditions to be adhered to during the agreement term, if awarded an MCA. This is necessary to ensure that all selected Respondents submitting Qualifications to Task Orders, issued by the Department of Innovation and Technology and other City departments, will have like Terms and Conditions for service documentation consistency.

Respondent's failure to indicate acceptance of the Anticipated City of Chicago Terms and Conditions may result in rejection of its Qualifications.

Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to each Scope Category – Hardcopy and Softcopy

Respondent must provide a summary of the personnel who will be dedicated to the activities described in the Scope of Services, attached as Exhibits 3 - 8 of this RFQ, for the corresponding category(ies) to which the Respondent is submitting Qualifications. Respondent must provide a list of the key personnel who would participate in a given project to indicate each person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the services. Also, Respondent must indicate who will have the project manager role (if any).

Respondent must also submit, by Scope Category, resumes, or corporate personnel profiles, with past experience for each of these key personnel. If Respondent's key personnel will serve in more than one Scope Category, Respondent must clearly identify each Scope Category for which the listed key personnel will be participating.

7. MBE/WBE Commitment – Hardcopy and Softcopy

In the performance of Services rendered under the awarded Master Consulting Agreement, Contractor must, at a minimum, commit to meeting the current MBE participation goal of 25% or higher and the current WBE participation goal, which is 5% or higher in accordance with the Municipal Code of Chicago, Section 2-92-420 et seq and Task Order Non-Target Market Special Conditions for Minority Business Enterprise and Women Business Enterprise Commitment attached in Exhibit 15. In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Task Order Target Market Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFQ as Exhibit 15. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, Respondent can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement

Any proposed M/WBE firms utilized on projects must be certified by the City's Department of Procurement Services at the time of the proposal submittal in response to a Task Order Request. The City reserves the right to require Respondents to replace any proposed M/WBE that is not certified by the City of Chicago.

Note: Under the Target Market Program, a City of Chicago certified MBE and/or WBE in the particular area of specialty satisfies the compliance requirement through its own certification and will not be required to identify another MBE or WBE, as applicable.

8. Legal Actions – Hardcopy and Softcopy

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties for the past five (5) years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, Partner etc., of a Respondent, if Respondent is a business entity other than a corporation, as been:

- (i) A debtor in bankruptcy; or
- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of statute or related to service reliability; or
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured or an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or respondent in a government inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

9. Financial Statements – Hardcopy and Softcopy

Respondent must provide a copy of its most recent audited financial statements. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

10. Economic Disclosure Statement and Affidavit – HARDCOPY ONLY

The Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit ("**EDS**"). If the Respondent is a business entity other than a corporation, then each member, partner, etc., of the Respondent, **other than a natural person**, must complete an EDS as applicable per instructions on the EDS form. In addition, any entity that has an interest in the Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. The EDS form is attached to this RFQ as Exhibit 13. **The EDS form may not be altered in any manner. Reproductions of the EDS form created by retyping, scanning, or using optical character recognition software will not be accepted.**

Sub-contractors do not have to submit an EDS unless requested by the City.

12. Insurance – Hardcopy and Softcopy

Prior to contract award, the successful Respondent will be required to submit evidence of insurance in the amounts specified in Exhibit 14. The Respondent must complete the City of Chicago Insurance Certificate of Coverage form.

V. EVALUATING QUALIFICATIONS

An Evaluation Committee, which will include the representatives of the Department of Innovation and Technology and the Department of Procurement Services, and may include representatives of other departments of the City ("Evaluation Committee") will review and evaluate the Qualifications, as

described below.

- A. As part of the evaluation process, the Evaluation Committee will review the information required by Section IV for each set of Qualifications received. The Evaluation Committee may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.
- B. In addition, the Evaluation Committee will review the Respondent's Qualifications to determine overall responsiveness and completeness of the Qualifications submission with respect to the format and content requirements outlined in this RFQ, using the following criteria (not necessarily listed in order of importance):
 1. The Respondent's ability to meet the requirements as supported by completeness of RFQ Schedules, Attachments, Exhibits and supporting documentation.
 2. Technical Competence as Evidenced by:
 - a. The professional qualifications and experience of the company(ies) necessary for the satisfactory performance of services.
 - b. The professional qualifications and experience of personnel potentially available for assignment to City projects.
 - c. Specialized experience of the company or personnel potentially available for the proposed Scope Categories.
 - d. The historical performance of the company(ies) on other contracts in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the company's record of past performance.
 3. **MBE/WBE Commitment Letter** addressed to CPO on company letterhead agreeing to achieve a minimum of 25% MBE and 5% WBE participation of the total dollar value of all Task Orders awarded during the contract term.
 4. **Acceptance Letter** addressed to CPO on company letterhead agreeing to the City's standard Terms and Conditions in the Master Consulting Agreement per Exhibit 12.
 5. **Financial Stability** – Respondent as well as any partners, joint ventures, etc., must be financially stable, helping to ensure performance over the duration of the contract.
 6. **Compliance with Laws, Ordinances, and Statutes** -- The Evaluation Committee will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract.
 7. **Legal Actions**, if any against Respondent and any division, subsidiary or parent company of Respondent or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, within the last five years.
 8. **Conflicts (or potential conflicts) of interest** that could undermine the integrity of the competitive procurement process. If Respondent or any team member has done any work for the City in research, consulting, advising, drafting or reviewing this RFQ, or any work related to this RFQ, Respondent may be disqualified from further consideration.

VI. VENDOR SELECTION PROCESS

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Qualifications or to request additional information during the evaluation process. Any material misrepresentation made by a Respondent will void the Qualifications and eliminate the Respondent from further consideration.

The Evaluation Committee will complete its evaluation of all Qualifications submitted by the RFQ due date for this and each subsequent evaluation review cycle. The Evaluation Committee will forward its recommendation to select one or more vendors and/or reject vendors to the CIO of the Department of Innovation and Technology based on the evaluation criteria in the RFQ. If the CIO makes a recommendation for vendor selection(s), the recommendation will be forwarded to the CPO for authorization to contract with the selected Respondent(s).

The City will require selected Respondents to accept the Anticipated Terms and Conditions as detailed in Exhibit 12. All selected Respondents will receive a final Master Consulting Agreement for approval of the Terms and Conditions which the Respondent will be obligated to adhere to. Respondent acceptance of the Terms and Conditions attached as Exhibit 12 and the final Master Consulting Agreement is required. This is necessary to ensure that all selected Respondents, that submit Qualifications to Task Order Requests issued by the Department of Innovation and Technology and other City departments, will have identical terms and conditions in their Agreement with the City.

The City reserves the right to terminate this RFQ solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interests. The receipt of Qualifications or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VII. CONFIDENTIALITY

The Respondent may designate those portions of the Qualifications that contain trade secrets or other proprietary data, which must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- Mark the title page as follows: "This RFQ includes data that may not be disclosed outside the City and may not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this set of qualifications. The City, for purposes of this provision, will include any consultants assisting in the evaluation of qualifications. If, however, a contract is awarded to this Respondent or team as a result of or in connection with the submission of this data, the City has the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert page numbers or other identification)".
- Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this qualifications."

All submissions are subject to the Freedom of Information Act.

VIII. ADDITIONAL DETAILS OF THE RFQ PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take Out Sheet" prior to the Qualifications due date. Prospective Respondents are automatically listed when they sign for a copy of the RFQ package in the Bid and Bond Room. Each addendum is incorporated as part of the RFQ documents,

and the prospective Respondent must acknowledge receipt.

The addendum may include, but will not be limited to, the responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section II A 1.

B. City's Rights to Reject Qualifications

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Qualifications that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by Section IV. If no Respondent is selected through this RFQ process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act, to obtain the Services described here.

Nothing in this RFQ is intended to, nor will be deemed to operate to, limit, or otherwise constrain the authority, powers, and discretion of the Chief Procurement Officer as set forth in the Municipal Purchasing Act for Cities of 500,000 or More in Population, 65 ILCS 5/8-10-1 *et. seq.*, as amended, and in the Municipal Code of the City of Chicago, as amended.

C. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, team member(s), subcontractors or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the Qualifications and of participating in any conferences, oral presentations or negotiations.

D. No Guarantee of Awarded Work

If a Respondent is selected and a MCA fully executed, the City of Chicago does not guarantee that any work will be awarded. Responses to Task Order Requests submitted by pre-qualified vendors in the pool for each respective Scope Category will undergo an evaluation and selection process for each Task Order Request. Pre-qualified vendors must respond to Task Order Request and undergo the evaluation and selection process to be eligible for awarded work.

E. Qualified Vendor Information Change

In order to ensure the ongoing receipt of Task Order Request solicitations or related information, it is the Vendor's responsibility to notify the City of any changes in Vendor name, contact name, address, telephone, email and fax number, by contacting the following email address: MCAMVendorInfoChange@cityofchicago.org

F. False Statements

A. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the City for a civil penalty of not less than \$500,00 and not more than \$1,000.00, plus up to three times the amount of damages which the City sustains because of the person's violation of this section. A person who violates this section shall also be liable for the City's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

B. 1-21-020 Aiding and abetting

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the City for the same penalties for the violation. (Added Coun. J. 12-15-04 p. 39915, § 1)

C. 1-21-030 Enforcement

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the Department of Administrative Hearings. Added Coun. J. 12-15-04 p. 39915, § 1)

G. Prohibition on Certain Contributions

Respondent agrees that Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (1) after execution of this Agreement by Respondent, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Respondent and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Respondent represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of these requests) or, if not competitively procured, from the date the City approached Respondent or the date Respondent approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Respondent agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Respondent agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Respondent agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Respondent violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For the purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means by other agreement with the City of Chicago to which Respondent is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- A. they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence, and
- E. two of the following four conditions exist for the partners:
 - a. The partners have been residing together for at least 12 months.
 - b. The partners have common or joint ownership of a residence.
 - c. The partners have at least two of the following arrangements:
 - i. joint ownership of a motor vehicle;
 - ii. a joint credit account;
 - iii. a joint checking account;
 - iv. a lease for a residence identifying both domestic partners as tenants.
 - d. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

EXHIBIT 1
Sample Task Order Request (TOR) Template

City of Chicago
Sample Task Order Request Template

(*Insert project name*) Project
Task Order Request
Task Order Request # - (*insert number*)

Department of (*fill in name*)
Department of Innovation and Technology

City of Chicago
Sample Task Order Request Template

PROJECT OVERVIEW

The City is looking for an application to support the following business requirements. Additional information is provided in the Scope section and supporting attachments.
(Insert overview information for this Task Order Request here)

PROJECT LOCATION

The actual development of the application can take place at the vendor site. Meetings with the City and review of deliverables will normally take place at the Department of *(Insert department name and address)* Chicago, IL 60602.

SCOPE

The vendor shall perform all necessary services required to complete this project. Detailed information regarding various aspects of this project is included in this section and listed Attachments. Please read all attachments for all the details on this project and review the *data included in the accompanying CD.*

(Key items to cover in this section:

- 1. High level - Business Transactions/Data Elements*
- 2. Overall Volumes/Statistics*
- 3. How transactions are currently supported*
- 4. Users/Departments/Interfaces*
- 5. User location(s)*
- 6. Desired technology*
- 7. Timeframes*
- 8. Ongoing Support*

TIME OF SERVICES

The City intends to begin this project the week of *insert beginning date here*. The expected time for completion of the project is *insert target date here*. All aspects of the project are outlined in the Project Timeline (see [Attachment I](#)) and in the List of Deliverables (see [Attachment II](#)).

City of Chicago
Sample Task Order Request Template

Questions must be sent via email or fax to *insert contact name* at *name.cityofchicago.org* or 312-*insert fax number*, questions asked via a phone call will not be answered. Please make sure all faxes are addressed to the above name and are clearly labeled as "Questions for Department of *insert name here* Task Order Request." Questions can be sent to the City any time between *insert dates here* at 12:00 p.m. (noon) central time. **Questions received after 12:00 (noon) on the final date for "Questions from vendor to City" in Attachment I will not be answered** All questions and all answers will be sent to all pre-qualified vendors in the selected service category via email and U.S. Postal Service, so please provide an email address with your questions.

PRESUBMITTAL CONFERENCE (IF NECESSARY)

A pre-submittal conference for project orientation will be held to familiarize interested firms with the scope of work and to answer project specific questions:

Date:	
Time:	
Place:	
Contact Person:	

QUALIFICATIONS SUBMITTAL - REQUIRED COMPONENTS

The Qualifications submittal shall be prepared on 8½" x 11" letter size paper, double sided. Expensive papers are discouraged. The City encourages the use of materials containing recycled content. A table of contents or tabs with the same sections and numbering scheme as listed below must be utilized to organize the response. The submittal shall contain the following information at a minimum. Qualifications not containing the information as requested in this section may be deemed non-responsive; so this information must be reviewed carefully. All attachments must be returned in hardcopy as well as softcopy on a 3.5" diskette or CD with the files labeled with the Attachment number.

- 1. Cover Letter** - A letter of commitment signed by an authorized representative of the company committing to provide the Services in accordance with all terms and conditions of Specification No.: _____ as well as all provisions of this Task Order Request. If a conflict should arise between the Task Order Request and the Agreement, the Agreement will take precedence. The cover letter must be directed to: ***Name, Job Title, Department of _____, department address, Chicago, IL zip code.***
- 2. Executive Summary and Detailed Methodology** - This section must include an executive summary or brief narrative delineating the general understanding of the project and the methodological approach the vendor is proposing to complete the required work. Each phase of the project must be described, with an emphasis on providing the required deliverables in a cost-effective yet thorough manner and a commitment to the project timeline in Attachment I.
- 3. Technical Qualifications and Quality Control** - This section must include the **detailed technical Qualifications** for this project and must address the following bulleted items. It must list all technical assumptions and methods being used and verify that all functionality in Section C (Scope), the functional requirements and any interfaces are addressed. The attachments

City of Chicago
Sample Task Order Request Template

may provide additional information and directions.

- a. **Functional Requirements and Application Interface Detail** - These attachments (VIII and X) must be filled out and returned in this section.
 - b. **Proposed Hardware and Software Configuration** - [Attachment XI](#) must be returned indicating all necessary components (hardware, software, communications, any special devices, etc.) to support the functionality based on the number of users outlined in [Attachment VI](#).
 - c. **Non-Standard Software/Hardware** - If the proposed solution includes software or hardware products that are not standard for the City (see [City Hardware and Software Standards](#)), justification for such products must be included in this section. The City will consider a package solution that contains non-standard components; however, custom solutions must utilize City standard software and hardware.
 - d. **Application Performance Measures** - The vendor will be responsible for demonstrating that the technical architecture and product(s) proposed will provide sufficient resources for response time, query time, etc. Test plans must include the use of appropriate tools for performance measurement and the submittal of test results for review and approval.
 - e. **Quality Control Process** - The Quality Control Section must include the detailed QC/QA process being used for this project; listing any tools, sub-contractors, etc., being used for QC. The process for corrections found by the vendor as well as those found by the City must be detailed.
 - f. **Ongoing Support Requirements** – [Attachment X](#) provides a format for estimating ongoing support needed for this application.
 - g. **Additional Information** - The vendor should include marketing/product information if available and applicable.
4. **Project Management and Schedule of Work & Deliverables** - This section must describe the vendor's project management approach, both internally and with the City. Status meeting frequency, formats and the change order process (which would include changes in scope or cost due to additional information or requirements found during the project period) must be addressed.
- a. A project schedule as described in [Attachment III](#) must be submitted. If selected, the vendor will be required to provide an electronic copy of that schedule to the City in MS Project. The schedule must take into account all City and vendor staff responsible, estimated time frames and interdependencies between tasks, and deliverables (requested in [Attachment II](#)) indicated as milestones.
 - b. [Attachment IV](#) is the preferred format for a status report to be utilized throughout the project; if the vendor feels their normal format contains more useful information, a copy of that format must be submitted.
5. **Project Team/Facilities** - Professional qualifications of the key personnel committed to this project must be provided, including a dedicated project manager and the time he/she is dedicated to this project. Proposed vendor and subcontractor personnel must have direct

City of Chicago
Sample Task Order Request Template

expertise in the technology being proposed. Any consultants or subcontractors who will be performing work on this project as well as whether they have been designated as MBE/WBE firms by the City (see [Attachment XVI](#)) must be listed in [Attachment XIII](#) – Proposed Staffing for Project.

- a. Vendors must indicate any requirements for space, equipment (software and hardware), access and other logistics at City locations in this section. It is expected that the vendor will observe the City's normal business hours of operation: *indicate days of the week and hours here*. If this will not be the case for any personnel, please provide an explanation. Requirements for City personnel outside of this time must be identified.
 - b. If the vendor and/or proposed project personnel is located outside of the Chicago area, please note travel costs for personnel are not reimbursed.
6. Subcontractor information - Please identify any subcontractors being used by completing a Subcontractor Profile Sheet (Attachment XIV) for each subcontractor. Be sure to indicate the specific activities that the subcontractor will perform on this project.
- a. **Previous Project Experience/References** - Professional qualifications and experience of the company must be presented in this section, including previous project experience similar in scope as this project as well as projects that have been completed by the staff proposed for this City project. Include detailed descriptions of at least two projects, only one of which can be a City of Chicago project, which have been completed within the last two years. In addition, project information should include the precise role(s) performed by the firm, final results, key personnel assigned and their role and duties, and any subcontractor(s) involved as well as their role/duties. If any of these projects can be seen on-line, please include the URL. Attachment XII provides a format to list references for those projects similar in scope to the one in this Task Order Request. Please forward the actual [Reference form](#) in that attachment to those named references for direct return to the City.
 - b. If using a subcontractor, at least two references must be provided that illustrate performance in the types of duties it is proposed to perform in this project.

7. **Cost Qualifications/Budget** – Costs to complete the project must be identified in [Attachment XV](#).

8. **MBE/WBE Participation** - In accordance with Article IV of the Municipal Code of Chicago, vendors are required to obtain 25% MBE and 5% WBE participation levels on each RFS project. This commitment must be met by subcontracting a portion of the work to one or more MBE or WBE firms; by the purchase of materials from MBEs and WBEs used in the performance of the project; or by the vendor's status as a MBE or WBE.

PLEASE NOTE: Businesses certified with the City of Chicago as both MBE/WBE shall not be credited more than once against a vendor's MBE or WBE commitment in the performance of the project.)

The following must be included with each Task Order Request Qualifications:

- a. **A Schedule C-3** (Attachment XVI – *Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant*); completed and signed by the MBE/WBE.

City of Chicago
Sample Task Order Request Template

- b. A copy of the MBE/WBE firm's current certification letter.**
- c. A completed and notarized Schedule D-3 (Attachment XVII – Affidavit of MBE/WBE Goal Implementation Plan).**

9. Additional Information - Any additional information deemed necessary by the vendor to ensure success of the project or any exceptions that the vendor would like to have for this project must be identified in this section.

QUALIFICATIONS SUBMITTAL

This Request for Services is being made by the City of Chicago, pursuant to contract terms of Master Consulting Agreement No.: _____ between the City and certain pre-qualified vendors and is subject to all terms and conditions that may be pertinent to the requested services.

Interested vendors must submit two originals, three copies, all three-hole punched, and one unbound, three-holed punched single sided copy of their Qualifications, including the CD or diskette for the softcopy of the attachments to:

Attn: *name*
City of Chicago
Department of *name*
Address: *insert department address here*

NON-RESPONSE

Vendors who choose not to submit a Qualifications for this Task Order Request must submit a letter by the due date in the following section to the City (same address given above for Qualifications submittals) informing the City of receipt of the Task Order Request, but the decision has been made not to respond.

DUE DATE AND TIME

The x number of copies of the response are to be submitted in a sealed envelope no later than 4:00 p.m. Central Time, on insert date here. Fax or emailed submittals are not acceptable.

EVALUATION AND SELECTION

The required components of the vendor submittal will be reviewed by a project team, which is comprised of representative(s) from the Department(s) of _____, _____, _____, and the Department of Innovation and Technology. The City may choose to conduct interviews, oral presentations and/or seek clarification from selected Respondents. The final selection will be based on the submittal of a response composed of all required items listed in Section F above, the project team proposed, previous project experience approach to this Task Order Request project, and the preliminary cost Qualifications.

The project team shall select a Vendor to perform the Project based on the submitted Qualifications which most meets with the City's needs for the Project. Once determined, the

City of Chicago
Sample Task Order Request Template

project team will request concurrence of its findings from the Chief Procurement Officer.

This Request for Services does not commit the City to award a Task Order, to pay any costs incurred in preparation of a response to this Request, or to procure or contract for further services or supplies. The City reserves the right to accept or reject any/or all responses received as a result of this Request for Services or to cancel this request in part or in its entirety.

Notwithstanding any provision in this Task Order Request, all provisions of the existing Master Consulting Agreement No: _____ shall be in full force and effect during the performance of the contemplated services and are incorporated herein by reference.

The selected contractor must have a fully executed Master Consulting Agreement in place prior to performing any services pursuant to the Task Order Request award.

City of Chicago
Sample Task Order Request Template

LIST OF ATTACHMENTS

<u>Attachment</u>	<u>For completion by</u>
Proposed Project Timeline	Preparer of Task Order Request
List of Project Deliverables	Preparer
Standard Project Schedule	N/A – information only
Sample Status Report	N/A – information only
Business Transaction Descriptions	Preparer
User Profiles	Preparer
Hours of Availability and Business Continuity Requirements	Preparer
Functional Requirements	Preparer to list, Vendor to complete
Application Interface Matrix	Preparer
Ongoing Support Requirements	Vendor
Proposed hardware and software configuration and estimated cost Reference Form	Vendor Vendor and References
Proposed Staffing for Project	Vendor
Subcontractor Profile	Vendor
Cost Information	Vendor
MBE/WBE C-3Form	Vendor
MBE/WBE D-3 Form	Vendor

City of Chicago
Sample Task Order Request Template

Attachment I: Proposed Project Time line

Request for Service sent to vendors	
Questions from vendors to City *	
Answers sent from City to vendors	
Pre-submittal conference (if necessary)	
Qualifications submitted	
Qualifications reviewed	
Vendor Presentations (if necessary)	
Vendor Selected	
Meeting with Vendor to discuss project and pilot	
Purchase Order/Work Order Created	
Purchase Order/Work Order sent to Vendor	
Work Begins	
Full Project Completion	

City of Chicago
Sample Task Order Request Template

Attachment II: List of Project Deliverables

Below is a list of expected deliverables for this project (see items marked “required”. Depending on the vendor's proposed solution, the type and format of the deliverable may change. All changes in deliverables (the reduction or increase in the number of deliverables) will be discussed with the vendor during the initial project meeting and subsequent project meetings. Refer to Attachment XV Cost Information to indicate a proposed payment schedule based on key deliverables.

The expected deliverables the City expects include the ones marked Required below.

Deliverable	Explanation	Req/Opt
Project Plan	<i>Compliant with the City's standards and guidelines (see Attachment IV). This schedule must include a work break down structure, timeline and milestones that include all project phases and resources. This project schedule must be created and maintained throughout the project. Changes and impacts to the schedule are to be documented and discussed at status meetings.</i>	Required
Functional Requirements Doc	This document defines all of the high level functionality required of the system.	
Detailed Design Doc	This document lays out the actual system design in detail, including online and batch processes, interfaces, etc.	
System Test Plan & Scripts	This document shows all elements and functionality of the system to be tested by the vendor and give detailed scripts to accomplish the tests.	
System Test Results	This document is the result of the test scripts run, including errors and resolutions.	
Security Documentation	This document defines all levels of security and access control to the application and data.	
Data Dictionary	This document describes all of the individual data elements and their relationships and indexes.	
Data Conversion Plan	This plan document s the data conversion from the current system to the new system. It must include adequate testing to ensure that the data is correct in the new system.	
Data Conversion Results	This shows the results of the data conversion detailing records converted and those that were not converted.	
User Acceptance Test Plan & Scripts	This plan must include all of the test elements necessary to show end-to-end user operation of the system and give detailed scripts to accomplish the tests.	
User Acceptance Test Results	This document is the result of the test scripts run, including errors and resolutions.	
Integration Test Plan	This plan must test any integrations defined for the system with other systems.	
Integration Test Results	This is the result of the integration test, including errors and resolutions.	
Stress Test Plan	This plan identifies the main points of the system that need to be tested concurrently to identify weaknesses in loading the system. It must include how to test these items. Online entry and report queries against a fully loaded database are examples.	
Stress Test Results	This is the result of the stress test, including errors and resolutions.	
Parallel Test Plan	This plan must describe how to operate the current and new systems concurrently and what items will be compared between the two systems for verification of operations.	
Parallel Test Results	This is the result of the parallel test, including errors and resolutions.	
Operations	This document must include all elements necessary to operate and	

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Deliverable	Explanation	Req/Opt
Documentation	maintain the system on an ongoing basis. At a minimum, this should include all of the items in the pre-production checklist.	
Training manuals – user and technical	These manuals must provide for end-user and technical training of the system.	
User Training	Training for train the trainer or end user training in the use of the system.	
Technical Training	Training for technical resources in the management, maintenance and operations of the system.	
User manual – hard and softcopy	This is the user reference manual for operation of the application, trouble-shooting assistance, etc.	
Technical manual – hard and softcopy	This includes operations documentation as well as trouble-shooting instructions, system overview, system diagrams, etc.	
Help Desk Script	This script is for the NDS help desk to assist in first call triage of any issues with the system. It should employ a calling hierarchy that shows solutions to common problems and who to escalate to for specific issues. There is a template that can provide guidelines.	
Ad hoc reporting environment	Creation of the reporting layer for ad hoc reporting. The City Standard tool is Business Objects. Tasks to complete this deliverable include understanding reporting requirements from users, creation of the reporting layer, testing, initial pilot user support, documentation and knowledge transfer. The City's standards, methodology and documentation requirements are available on request and on the City Intranet site.	
Testing Business Continuity Plan	This tests the operation of the application in off-line mode as well as bringing up the application at a remote site.	
Production Checklist	A standard template exists to record that all aspects of operation, support and training have been completed so that the application can be implemented in production.	
Final User Acceptance	Final user acceptance is defined as the owning department(s) approval, via signature, that the application meets all requirements and is ready for production (production checklist has been completed).	
Production Implementation	Obtaining final user acceptance and moving the application and database as needed so that it is in an approved production environment and ready for use by the City.	
Initial Production Support	This includes the initial support of the application after production implementation for a period of <i>Indicate how long this is requested</i> . This includes user support, programming and database support.	
Knowledge Transfer to City user and technical staff	This addresses communication of all aspects of the application to City staff so that they understand and can support it on an ongoing basis.	
Updated project plans, status reports, etc	Ongoing, based on agreed-upon status meetings	Required

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Sample Task Order Request Template

Attachment III: Standard Project Schedule

At a minimum, the project schedule provided by the vendor should support all required deliverables and include the elements listed below. Time duration for each task (in days) should also be noted. Because some tasks can happen simultaneously, please ensure that the timeframes in Attachment I are addressed. State any assumptions made in estimating days and dependencies, including those for City staff.

A fully detailed project schedule and frequency for providing updates to that schedule will be determined during contract negotiations and will depend partly on the overall project duration.

Required Project Schedule Elements

- Project Phase
- Project Task
- Scheduled Dates (From/To)
- Person Days
- Resources (Vendor and City)
- Dependencies
- Deliverable Milestones

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Sample Task Order Request Template

Attachment IV: Sample Status Report

Date:
To:
From:
Project:
Period:
Person(s):

Project Status/Activity Summary:

Date	Time/ Hours Spent	Work Description	Planned	Unplanned	Outcomes/ Action Items (if any)
Total					

Deliverables achieved:

General Activities and deliverables for next period:

Problems or Issues that need attention/action from the City:

Other Comments:

Signature:

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Sample Task Order Request Template

Attachment V: BUSINESS TRANSACTION DESCRIPTIONS

Transaction Type	Current Average Volume	Current Peak Volume	Timeframe (indicate basis for volume – daily, weekly, etc.)*	Desired Volume (indicate volume based on improved technology, if applicable)
<i>Enter type here – e.g., a type of product or other transaction to be supported by the application.</i>				
<i>Example: Issue Sewers Permits</i>	30	50	Day	75

*If the particular transaction is seasonal, indicate beginning and ending dates of the period, e.g., certain permit types might only be issued between June and September

Provide an estimated annual growth percentage to be applied against the above volumes for the next two years:	
---	--

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Attachment VI: USER PROFILES

City Department/Division, Other Groups (Sister Agencies, etc.), General Public	Physical Location	Number of users who will enter or view data		
		Avg. Concurrent	Peak Concurrent	Total Users
Totals:				

Provide an estimated annual growth percentage to be applied against the above number of users for the next two years:	
--	--

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Sample Task Order Request Template

Attachment VII: HOURS OF AVAILABILITY and BUSINESS CONTINUITY REQUIREMENTS

HOURS OF AVAILABILITY for the PROPOSED APPLICATION

This is subject to change, but following is the normal expected operations schedule. This will be revisited upon contract negotiations.

	From	To
Weekdays (Mon-Fri)		
Saturday		
Sunday		
City Holidays		

BUSINESS CONTINUITY REQUIREMENTS

The information in this section provides expectations for operations in the case of an application or hardware outage and/or in the case of a disaster event:

Event	Desired functionality
Number of hours of data that could be lost in the event of an outage	
Plan if the application was down from 4 to 8 hours	
Plan if the application was down for more than 8 hours	
Plan for extended outage	

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Attachment VIII: FUNCTIONAL REQUIREMENTS

The Functional Requirements Checklist lists the City’s requirements for the application. It also rates the need for the requirement as follows:

Ranking **Description**

- A** Mandatory
- B** Should have to run business, may not be an immediate need
- C** Nice to have

The vendor should complete the column marked “Rating” with one of the following:

Rating **Description**

- 4** Application meets requirements with no modifications (package solution)
- 3** Application can be modified to meet requirement with minimal modifications (8 person hours)
- 2** Application can be modified to meet requirement with medium modifications (40 person hours)
- 0** Application would require major modifications to meet this requirement (> 40 hours) or it cannot be done

If the proposed solution is a package application, and it does not meet the requirements ranked “A” or “B” by the City, and modifications are required (the rating is less than 4), please put the cost of modifying the package in the column headed "cost" and in the column headed “**Approach (if modifications required)/Comments**,” indicate whether the requirement may be met by one of the following methods:

- Modification to a package
- Custom development
- Use of third party software is recommended
- Provided in the next package release (please provide target date as well in this case)

If the proposed solution is a custom application, the cost column may be left blank and the total development cost indicated on the last page of this section.

Vendor Approach:

Please complete the information below for your overall approach in addition to the detailed functional items (check one and provide the requested information):

	Existing software package – please indicate package name, vendor and release:
	Existing software package with modifications – please indicate package name, vendor and release as well as tools for modifications:
	Total custom development – please indicate tools and platform to be used:
	Other – please describe:

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FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable)*	Approach (if modifications required)/Comments
1	Start functional requirements here – insert as many rows as needed...				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
etc					
Reporting Requirements					
1					
2					
3					
4					
5					
6					
7					
8					

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FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable)*	Approach (if modifications required)/Comments
9					
10					
Etc.					
General Standard Requirements					
1	Exports data to external programs (ex. – Excel)	A			
2	Imports data from external programs.	A			
3	System includes on-line tutorial.	A			
4	On-line transactions are batch controlled	A			
5	System is menu-driven with ability to override with command keys	A			
6	Report spooler for unattended printing	A			
7	Back-up and restore utility	A			
8	Graphical User Interface (GUI)	A			
9	Sets appropriate fields to default values	A			
10	Maintains a complete audit trail	A			
11	Provides user-defined purge criteria for audit trail records within security restrictions	A			
12	Provides user-defined edits such as:				
	- Range test	A			
	- Alpha/numeric check	A			
	- Required/optional field	A			
	- Table validation	A			
	- Field limitations/masks				
	- Validation to prevent duplication				
	- Date validation	A			
13	Provides screen and field help on-line	A			
14	Interfaces with other system files for field validation	A			
15	Screens can be modified to fit needs for data collection and input efficiency	A			

City of Chicago
Sample Task Order Request Template

FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable))*	Approach (if modifications required)/Comments
<i>Security Requirements - The vendor should respond in the "Approach/Comments" column provided to indicate whether these requirements are met, and if not, what options exist to meet the requirement or why the vendor feels their approach is adequate. In addition, the vendor should submit any documentation regarding application, database and network security for further review.</i>					
Application Security					
1	Controlled by user ID and password access, which conforms to the City's standard (LAN ID as user ID). Each user has a unique ID.	A			
2	Uses security profiles for various roles (data entry, inquiry only, etc.)	A			
3	Restricts users from certain fields, screens and/or modules	A			
4	Can be maintained by a system administration function, controlled by a designated user(s).	A			
5	Sets parameters for password requirements (length, character/numbers, etc.)	A			
6	Forces users to change their password at a specified timeframe (e.g., every 90 days)	A			
7	Follows a distributed model where a central administrator can allocate subsets of administration to satellite administrators	A			
8	Resets passwords via an administrative function	A			
9	Changes password using a built in user function	A			
10	Provides for handling of a forgotten password	A			
Database Security					
1	No one other than a designated DBA has direct access to the database (outside of	A			

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Sample Task Order Request Template

FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable)*	Approach (if modifications required)/Comments
	the application)				
2	Procedures exist to change any password associated with the system. Describe methodology in the comments section.	A			
3	All passwords for users are different than the owner	A			
4	Minimal administration is needed at the database level to execute the application while allowing for monitoring of the database and securing the environment.	A			
Network Security					
1	Data going over the network is encrypted. Describe methodology in the comments section.	A			
2	Updates are handled in a DMZ to prevent direct access from the Internet to the City.	A			
3	The system does not use HTTPS.	A			
4	Client or server certificates are required to protect the environment. Describe methodology in the comments section.	A			
5	VPN technology is used. Describe methodology in the comments section.	A			

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Total development or modification cost estimate for functional requirements:

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Attachment IX: APPLICATION INTERFACE DETAIL

Interface Requirement ___ of ___

Application Name	
Interface to or from this application	
Application Owner Dept/External Entity	
Contact name and number	
Application Support Department	
Business reason for interface	
Application type (custom or package)	
Application DB	
Hardware platform and location	
Language	
On City Network?	
Interface type (function call, real-time, batch, etc.)	
Interface method (DB link, etc.)	
Interface frequency if batch (daily, etc.)	
Peak and average number of daily transactions	
Data elements required (list and describe)	
Additional comments	
Vendor to supply cost information and approach to provide this interface	
Vendor comments	

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Sample Task Order Request Template

Attachment X: ONGOING SUPPORT STAFFING ESTIMATE

Please indicate the personnel and level of effort to support this application after production implementation on a “steady state” basis. Include all levels of system administration, database and application support. **If ongoing support is in the scope of these Qualifications, please include the cost in [Attachment XV. Cost Information](#).**

Role/Job Title	Number of Positions	Skills Required	Level of Effort (number of hours per day)

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Attachment XI: PROPOSED HARDWARE AND SYSTEM SOFTWARE CONFIGURATION

Please complete the appropriate sections below for the proposed configuration. Use the estimated growth numbers in transactions (Attachment VI) and users (Attachment VII), if provided, to size the configuration as of 2 years from implementation. Indicate "N/A" if a particular component is not needed. The Vendor Comments column should be used for any clarifications, options or justifications if the recommended configuration is not included in the City Hardware and Software Standards. Please be aware that the City has contracts with specific vendors to procure hardware and shrink-wrap software; however, you must provide an estimated cost. This configuration will be reviewed to determine whether additional hardware is needed or if it can be addressed by excess capacity in the appropriate environment.

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Client Workstation				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Application software				
Other operating software (browser software and release, etc.)				
Middleware/Connectivity				
ODBC/SQLNet/Other				
Mobile Client (e.g., handheld device)				
Hardware (brand/model)				
Processor				
RAM				
Storage				
Software				
Operating System/Release				
Application software				
Other operating software (browser software and release, etc.)				
Connectivity				
Application Server				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Operating System Utilities				
Scheduler				

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Sample Task Order Request Template

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Other?				
Application software				
Licenses				
Keys				
COTS "Customized Off The Shelf"				
Customized Software				
Interfaces				
Middleware/Connectivity				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
Web Server				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Operating System Utilities				
Scheduler				
Web Software/Release				
Web utilities				
Middleware/Connectivity				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
File Server				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Operating System Utilities				
Scheduler				
Other?				
Database Server				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				

City of Chicago
Sample Task Order Request Template

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Operating System Utilities				
Scheduler				
Other?				
Database Software/Release				
Database utilities				
Middleware/Connectivity				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
Print Server				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Operating System Utilities				
Scheduler				
Other?				
Printers - List additional printers needed to support the application				
Brand/model				
Quantity				
Location (Data Ctr, Department/network, local PC)				
Other printing device(s), e.g., plotter				
Brand/model				
Quantity				
Location (Data Ctr, Department/network, local PC)				
Other hardware/devices not detailed above				
Describe device and list purpose, manufacturer, model number and any other specifications				
Remote Communications				
Extranet Client				
VPN				
ISDN				
Internal DSL				
Extranet Network				
VPN				
ISDN				

City of Chicago
Sample Task Order Request Template

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Internal DSL				
External (Non-Internet) Dial-Up				
Ad Hoc Reporting environment				
Software				
Release/version				

Total cost for this configuration:

--

City of Chicago
Sample Task Order Request Template

Attachment XII: REFERENCES and REFERENCE FORM

Primary Vendor References

Please provide a minimum of 2 references for projects of a similar nature to the one in this Task Order Request and that your firm has completed within the last two years. The vendor should request Reference Accounts to email completed reference forms **by the “Qualifications Submitted Date” on Attachment I** directly to:

(insert name here) using the following account: *(insert email address here)*. If email is not possible, the vendor 's Reference Accounts may fax or mail the completed reference forms (see next page) to: *(insert name, fax number and department address here)*

Vendor name:		
Company name and contact information (name, address, phone and fax numbers)	Project Start and Completion Dates	Applications Installed/ Services Provided

Sub-contractor Vendor References

Please duplicate and complete the subcontractor vendor reference information **for each subcontractor** you have aligned with for this Qualification. As for the primary vendor, provide a minimum of 2 references for projects of a similar nature to the one in this Task Order Request that have been completed by that firm within the last two years.

Vendor name:		
Company name and contact information (name, address, phone and fax numbers)	Project Start and Completion Dates	Applications Installed/ Services Provided

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Sample Task Order Request Template

REFERENCE FORM

Instructions to the Reference Contact: Please complete this form and email it directly to *(insert name here)* using the following account : *(insert email address here)*. If email is not possible, please fax the completed form to: *(insert name and fax number here)*.

PROJECT NAME	Vendor to fill in
Task Order Request NUMBER	Vendor to fill in
Vendor Name	Vendor to fill in
Reference Company Name and address	Vendor to fill in
Reference Contact Name and phone number	Vendor to fill in
Due date for response	Vendor to fill in
Role with project that used the vendor	Reference contact to fill in this and all subsequent info...
Length of time with the company	
Length of time with the reference project	

SPECIFIC QUESTIONS RE: THE APPLICATION

How long have you used the application? When did it go "live"?	
How many users are there? Both total and an estimate for concurrent.	
What is the volume of the database(s) being reported against?	
What database(s) and/or file structures are reported against?	
On what platform(s) does the application reside?	
What caused you to select that application?	
What were the competitor applications in your selection process and why were they not chosen?	
What was the learning curve for the average user to feel comfortable with the application?	
Are you happy with the application? What would make you consider changing to a different one?	

SPECIFIC QUESTIONS RE: THE VENDOR

Was the implementation smooth? Was it completed on-time and in budget?	
How long did the implementation take?	
Were outside resources used to help in the implementation (vendor or other)? How well did they work with your tech staff and users?	
What was the implementation process?	

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What was the size of the implementation team – please provide numbers of vendor, company tech, and company user staff.	
Describe vendor support both prior to and during implementation as well as currently. For example, what is the method and response time for questions/problems?	
Does your company provide support to the users or do you rely on the vendor for application support?	
Was the vendor or a third party used for training? Did it include user, system admin and ongoing support training? What was the method of training?	
What do you like best about the vendor?	
What do you <u>not</u> like about the vendor? What would they change?	
Are you happy with the vendor? What would drive you to consider changing (if you are using for ongoing support)?	

Please provide a rating for the following categories (check one)

Category	N/A	Below Average	Average	Above Average	Exceptional
Platform experience					
Application experience					
Database experience					
Communication skills					
Project management skills					
“People” skills					
User training					
Technical training					
Documentation					
User support					
Knowledge transfer					
Any general comments? <i>Use additional pages if needed</i>					
Date completed					

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Sample Task Order Request Template

ATTACHMENT XIII. PROPOSED STAFFING FOR PROJECT

Use this form to list the staff proposed for the project.

Role	Name	Hourly Rate*	Estimated Hours for Project	If not employed by the primary vendor, indicate the subcontractor firm.
Project Manager				

Hourly rates should match the rates in the vendor's contract with the City. Any variances to this should be explained in the vendor's Qualifications.

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Sample Task Order Request Template

ATTACHMENT XIV. SUBCONTRACTOR PROFILE

Please copy this page for as many subcontractors as you are identifying in your response.

Firm Name			
Specific Duties to be performed on this project			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff		Total number of full-time technical staff that has been with the firm for over three years	
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following:			
Local office address			
Number of full-time technical staff in the local office			
Number of full-time support staff in the local office			
Primary Strength(s)			
Licensed to do business in the State of Illinois?		Is the firm certified as a MBE or WBE with the City of Chicago?	
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			

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Attachment XV. Cost Information

Software Cost Summary

Software	Total Quantity Proposed	Per item cost	Total Cost	Total Annual Post Warranty Maintenance Cost*	Warranty Period and Warranty Eff. Dt.
Application Software Package					
Client licenses, if applicable					
Escrow Cost	N/A	N/A			
Total Application Package Costs					
Database Management Software					
Other software needed (please describe)					
Modification/Development costs (from Attachment IX. Functional Requirements)	N/A	N/A			
Interface Development costs (From attachment X. Application Interface Matrix)	N/A	N/A			
Service/Implementation costs not detailed above	N/A	N/A			
TOTAL SOFTWARE COSTS	N/A	N/A			

* Monthly maintenance cost should include all software upgrades at no additional cost

Total Cost

This section is a summary of the previously stated costs for modifications as well as overall software and implementation costs. Please ensure every cost for a successful implementation, as stated in the previous sections, is provided on the tables that follow.

Total Software Costs	
Total Hardware Costs	
Total Start-up Installation Costs	To be determined by the City
Annual Ongoing Support Costs (if in scope)	
Grand Total Project Cost	

Annual Software Maintenance Cost	
Annual Hardware Maintenance Cost (est.)	
Total Annual Maintenance Cost	

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Sample Task Order Request Template

Proposed Payment Schedule

Include a proposed payment schedule by project phase, including specific deliverables. The total should match the above Total Software Costs, any non-standard hardware devices, and Travel Costs. This may be refined based on contract negotiations, if accepted.

	Project Deliverable	Estimated Hours (if applicable)	Cost
1	(ex: City-approved Detailed Design)		
2			
3			
Etc.			
	Total		

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ATTACHMENT XVI: MBE/WBE C-3 FORM

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SCHEDULE C-3
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

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Sample Task Order Request Template

Schedule C-3
MBE/WBE to Perform as Subcontractor
Request for Services (Task Order)

Contract #: _____ **Project #:** _____

Project Description: _____

From: _____
(Name of Subcontractor)

Please check one: MBE: [] WBE: [] Non-M/WBE: []

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

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SCHEDULE D- 3

ATTACHMENT XVII: MBE/WBE D-3 FORM

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SCHEDULE D- 3

Compliance Plan regarding MBE and WBE Utilization
Request for Services (Task Order)

Contract #: _____ Project #: _____

Project Description: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
_____ and authorized representative of
(Title of Affiant)

Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago **(Current letter of Certification attached)**.

I. Complete this section for each MBE/WBE participating on the Request for Service.

1. Name of MBE/WBE firm: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation: \$ _____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

2. Name of MBE/WBE firm: _____

Address: _____

Contact Person: _____ Phone: _____

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SCHEDULE D- 3

Dolllar Amount of Participation: \$ _____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

3. Name of MBE/WBE firm: _____

Address: _____

Contact Person: _____ Phone: _____

Dolllar Amount of Participation: \$ _____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

4. Attach additional sheets as needed.

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SCHEDULE D- 3

II. Summary of MBE/WBE Proposal:

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Direct Participation	\$ _____	_____ %

2. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Direct Participation	\$ _____	_____ %

3. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Direct Participation	\$ _____	_____ %

4. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Direct Participation	\$ _____	_____ %

City of Chicago
Sample Task Order Request Task Order Request Template

SCHEDULE D- 3

To the best of my knowledge, information and belief, the facts and representations contained in this schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____(date)

by _____ (name/s of person/s)

as _____ (type of authority, e/g/. officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

(Seal)

Signature of Notary Public

EXHIBIT 2
Instructions for Scope Category Documents

Instructions for Scope Category Documents

Following is an explanation of the format and columns of the scope documents, which must be returned in softcopy on a diskette or CD as well as in hardcopy.

- # – Pre-assigned item number
- **Questions** – Questions are presented in two sections per scope: **Qualifier** and **Detailed**.
 - o **Qualifier** – There are three or more questions in this section, which are meant to determine if a Respondent or its subcontractor has sufficient skills in this scope. These questions generally ask for a Yes/No answer, or a number to rate experience on a defined scale. The rating scale for self-ranking questions is in the footer on every page. ***If you cannot answer all of the questions in this section to indicate at least average expertise, do not answer the detailed questions.***
 - o **Detailed** – These questions will more thoroughly explore a Respondent's experience in that scope category. They also require one-word or number answers, or self-ranking.
 - o **All questions** – Answers for the questions must be complete. In some cases, several tasks or products are listed for a question; your response must address all items listed. Therefore, if you are familiar with only a portion of the items, you must indicate the ones with which you do not have experience. In addition, if requested, you must indicate the specific release level(s) of the software with which your firm has expertise. The City is looking for experience with release levels that are currently certified by the software vendor unless otherwise indicated.
- **Response** – Input your one-word, number or ranking response in this column. Use the Comments at the far right for any additional text/explanations, or if directed in the question for further information.
- **Primary/Subcontractor** – Indicate whether the primary provider of services will be the Respondent, or if it will be a subcontractor – Use “Primary” or “Sub” as appropriate. Only one scope response can be submitted for each category. If both the primary Respondent and a sub can provide these services, it is recommended that you select the more capable provider.
- **Reference Numbers** – If you are including a reference for which you performed the function covered in that question (using the same approach, technology, etc.), provide a number (that you assign) to that reference. Provide the rest of the information about that reference in the Reference Exhibit **11**. You must provide a reference for the qualifier questions; it is recommended that you provide one for any question ranked as C- Critical. You may use the same reference for multiple questions, but must include at least three per scope.
- **Comments** – Use this section to provide additional information as requested in the question or any comments you wish to make. For lengthy comments – please attach a separate sheet or provide a link and include the scope category and question number (e.g., IT Infrastructure Design question *n*).

EXHIBIT 3
Application Development, Support and Ongoing Maintenance Scope

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
Qualifier Questions					
1.	Rate your experience* in Object Oriented application development using Java as the primary language and related tools such as Struts, Spring, Hibernate and XML. Use the Comments section to identify specific tools and methodologies used. Include other Java frameworks you have experience using.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
2.	Rate your experience* in design and implementation of an application security infrastructure. Specify if you have experience with PCI or HIPAA applications. Use the Comments section to identify specific tools and methodologies used.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
3.	<p>Rate your experience* in Oracle database design and development, including current vendor-certified release(s) of:</p> <ul style="list-style-type: none"> - OAS - Forms - Reports - PL/SQL <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
4.	<p>Rate your experience* in UNIX, Linux and Windows system administration in a distributed Java environment. Use the Comments section to identify specific tools and methodologies used.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<p align="center"><i>Response</i></p>	<p align="center"><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p align="center"><i>Ref. #s (see footnote)</i></p>	<p align="center"><i>Comments</i></p>
5.	<p>Rate your experience* in performing ongoing application support for the following situations:</p> <ul style="list-style-type: none"> - For an application you developed - For an application developed by another firm or in-house by that client - For a packaged application <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
6.	Rate your experience* with enterprise-wide Services Oriented Architecture.				
Detailed Questions					
7.	Indicate the percentage of company projects in the last two years (based on total staffing) that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
8.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		
9.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
10.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
11.	<p>Please indicate number of staff with at least three years' J2EE development experience, including the following aspects:</p> <ul style="list-style-type: none"> - EJB's - JAAS - JMS - JTA - JPD - JEE Connector Architecture - JEE Security - JEE Transaction based applications <p>Use the Response section to identify the number of staff. Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
12.	<p>Do you perform development using frameworks? (Yes/No)</p> <p>For example:</p> <ul style="list-style-type: none"> - Struts - JSF <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
13.	<p>Rate your experience* gathering business requirements.</p> <p>Use the Comments section to identify specific methodologies and tools.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
14.	Rate your experience* providing project management for custom software development initiatives. Use the Comments section to identify specific methodologies and tools.				
15.	Rate your experience* with application architecture. Use the Comments section to identify specific methodologies and tools.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<p align="center"><i>Response</i></p>	<p align="center"><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p align="center"><i>Ref. #s (see footnote)</i></p>	<p align="center"><i>Comments</i></p>
16.	<p>Rate your experience* conducting quality assurance. Include experience with unit, system, integration and user acceptance testing.</p> <p>Use the Comments section to identify specific methodologies and tools.</p>				
17.	<p>Rate your experience* in development for the current vendor-certified release(s) of BEA WebLogic Server, Integration and Portal, including experience with WebLogic Workshop. Include development environments like Eclipse,</p> <p>Use the Comments section to identify the release levels.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
18.	Rate your experience* with the current vendor-certified release(s) of WebLogic Integration and other integration environments like enterprise service bus. Use the Comments section to identify the release levels.				
19.	Rate your experience* with open source application servers. Include development tools and ancillary products like Hybernate. Use the Comments section to identify release levels.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

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20.	<p>Rate your experience* with version 7.x of BroadVision, including the following:</p> <ul style="list-style-type: none"> • Development • Administration • Troubleshooting • Performance measuring and tuning • BV database schema <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
21.	<p>Rate your experience* with Software Configuration Management in a structured environment, using Open Software Tools such as:</p> <ul style="list-style-type: none"> - Bugzilla - Subversion - CVS - Cvsweb - CruiseControl <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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22.	<p>Rate your experience* building web content management applications using third party toolsets.</p> <p>Use the Comments section to identify specific vendors and versions.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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23.	<p>Rate your experience* integrating web applications with third party enterprise content management systems.</p> <p>Use the Comments section to identify specific vendors and versions.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
24.	<p>Rate your experience* with visual design and usability.</p> <p>Use the Comments section to identify specific methodologies and tools.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
25.	Rate your experience* in design and development of an application that adheres to accessibility standards. Use the Comments section to identify specific tools and methodologies used.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<p align="center"><i>Response</i></p>	<p align="center"><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p align="center"><i>Ref. #s (see footnote)</i></p>	<p align="center"><i>Comments</i></p>
26.	<p>Rate your experience* with automated unit, integration and load testing, such as the following tools:</p> <ul style="list-style-type: none"> - Jmeter - LoadRunner - Junit <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
27.	<p>Rate your experience* with distributed directory and security services as part of an application development project, such as:</p> <ul style="list-style-type: none"> - OpenSSL - SSL - LDAP - PGP - x.509 digital certificates - Single sign on - Challenge and response - Assertions - Secure web services - Encrypted XML - ActiveDirectory - eDirectory 				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page. (See Reference Section)

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<p align="center"><i>Response</i></p>	<p align="center"><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p align="center"><i>Ref. #s (see footnote)</i></p>	<p align="center"><i>Comments</i></p>
28.	<p>Rate your experience* in implementing application, data and web security as part of an application development project, as they pertain to HIPAA, PCI and other similar requirements.</p> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

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29.	<p>Rate your experience* with BEA WebLogic Server, Integration, Portal, ALSB, and ALDS administration including:</p> <ul style="list-style-type: none"> - Creation of new Domains - Creation of a clustered environment - Troubleshooting from a system standpoint - Performance monitoring and tuning <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
30.	<p>Rate your experience* in performing the following aspects of ongoing application support:</p> <ul style="list-style-type: none"> - Help Desk support - Monitoring/alert services on a 24/7 basis - Break/fix - Additional enhancements <p>Use the Comments section to identify specific technology of the application (development tools, DB, etc.).</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
31.	<p>Rate your experience in performing the following aspects of ongoing application support:</p> <ul style="list-style-type: none"> - User training - Other training - Help Desk and Operational Documentation - Data entry <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
32.	<p>Rate your experience* in application support and enhancements in a IBM/MVS environment, to include the following activities and tools/platforms:</p> <ul style="list-style-type: none"> - Analyze, design, program, test and implement fixes and enhancements - COBOL - DB2 - VSAM - UFO - CICS - JCL - Create reports in SAS and Mark IV - Develop interfaces to other mainframe or non-mainframe (usually Oracle) applications 				

Use the Comments section to identify any of the above aspects with which your firm does not have experience. **Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
33.	<p>Have you converted data from applications in a IBM/MVS environment using ISAM/VSAM and/or DB2 to a web-enabled Oracle application, including the following activities (Y/N):</p> <ul style="list-style-type: none"> - Analyze, map, design, program, cleanse and perform data conversions to other application(s) - Convert data from a decommissioned mainframe application to an Oracle database on another platform and provide a user interface to view data only - Archiving data (use Comments to indicate tools/platforms utilized) 				

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***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

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34.	Rate your experience* in converting an application using Oracle forms or an MS Access DB to a web-based application. Use Comments to identify specific tools used.				

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#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
35.	<p>Rate your experience* in development of Business Objects universes, using the current vendor-certified release(s) of Designer and Supervisor, to include the following activities against Oracle databases:</p> <ul style="list-style-type: none"> - Requirements analysis, development, data validation against the application, performance tuning, documentation, and knowledge transfer - Implementation of row- and column-level security using Designer and Supervisor <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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36.	<p>Rate your experience* in development of complex reports in Business Objects, including the following components:</p> <ul style="list-style-type: none"> - Independent variables - Multiple queries - Linking multiple data sources - Importing/exporting data <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	<p align="center"><i>Response</i></p>	<p align="center"><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p align="center"><i>Ref. #s (see footnote)</i></p>	<p align="center"><i>Comments</i></p>
37.	<p>Rate your experience* in creation of universes, implementation of ETL tools and development/support of reports <u>in a data warehouse environment</u>. Identify tools used and number of users in the Comments section.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p align="center">Scope Category: Application Development, Support and Ongoing Maintenance</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s (see footnote)	Comments
38.	<p>Rate your experience* with the current vendor-certified release(s) of the following products/tools in an Oracle DB environment:</p> <ul style="list-style-type: none"> - Crystal Reports - Business Objects Broadcast Agent - Business Objects WebIntelligence - Business Objects Data Integrator - Business Objects Dashboard Manager - Business Objects Performance Manager - Business Objects SDK - Business Objects Analytic Applications - Business Objects Auditor <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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39.	Where are the resources located who will provide the above services?				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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EXHIBIT 4
GIS Application Development, Support and Ongoing Maintenance Scope

#	Scope Category: GIS Application Development and Support Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.	Response	<i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i>	Ref. # (see footnote)	Comments
Qualifier Questions					
1.	Rate your experience* in developing GIS Layers and Geodatabases on the current vendor-certified release(s) of the ESRI platform. Use the Comments section to identify the release level(s) with which your firm has experience.				
2.	Rate your experience* in developing ArcObject based tools and applications using Visual Basic or Java.				
3.	Rate your experience* with GIS Website development using Java and WebServices.				

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4.	Indicate whether you are a provider of GIS products or GIS data. (Yes/No) Use Comments for more explanation.				
Detailed Questions					
5.	Indicate the percentage of company projects in the last two years (based on total staffing) that are primarily focused on GIS application development.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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6.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		
7.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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8.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate and XML.		N/A		
9.	Indicate the number of full time consulting staff, the number of dedicated GIS consulting staff and the percent of total staff that is GIS certified, or has a GIS-related degree.				

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10.	<p>Rate your experience* in Basic Database Design, including the following components:</p> <p>Relational Data Modeling and normalization.</p> <ul style="list-style-type: none"> - Facilitation of design workshops with user teams <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

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11.	Rate your experience* in facilitation of design workshops with user teams.				
12.	Rate your experience* in modeling of geographic layers.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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13.	Rate your experience* in Annotation Feature Class Design.				
14.	Rate your experience* in designing Feature Datas ets.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p>Scope Category: GIS Application Development and Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. # (see footnote)	Comments
15.	<p>Rate your experience* in Geodatabase Design, including the following components:</p> <ul style="list-style-type: none"> - Design of Planimetric Feature Data sets - Design of Cadastral Feature Datasets <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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16.	<p>Rate your experience* in Geodatabase Management, including the following components:</p> <ul style="list-style-type: none"> - Current vendor-certified release of the SDE Administration - Management of multi-editor versioned databases - Management of Raster data sets <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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17.	<p>Rate your experience* in Advanced Geodatabase Design, including the following components:</p> <ul style="list-style-type: none"> - Design and implementation of topology rules - Integration of Geodatabase with tables from other enterprise databases - Geometric Network geodatabase design <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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18.	<p>Rate your experience* in GIS Data Conversion, including the following components:</p> <ul style="list-style-type: none"> - Performed enterprise level data migration from coverage/shapefile to geodatabase model - GIS Conversion Strategy Design and Planning - Georeferencing Raster Datasets - GIS Conversion / data creation from paper sources - GIS Conversion / data creation from raster sources - GIS Conversion / data creation from CAD - Quality Control of Conversion Projects <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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19.	<p>Rate your experience* in basic Database design and development, including the following components:</p> <ul style="list-style-type: none"> - Oracle (current vendor-certified release) - PL/SQL - Unix Scripting <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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20.	<p>Rate your experience* in GIS mapping, including the following components:</p> <ul style="list-style-type: none"> - Map Creation using the current vendor-certified release of ArcMap - Geocoding - Point layer creation - Advanced GIS geoprocessing in ArcGIS environment (buffering, etc.) <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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21.	<p>Rate your experience* in GIS Editing, including the following components:</p> <ul style="list-style-type: none"> - Line Layer GIS Editing - Polygon Layer GIS Editing - Use and configuration of Editor Assistant - Topology validation checking - Experience w/ ArcInfo Workstation editing tools - Experience w/ the current vendor-certified release of ArcGIS Editing <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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22.	<p>Rate your experience* in Data acquisition, including the following components:</p> <ul style="list-style-type: none"> - Experience in remote sensing techniques - Experience with change detection software - Experience with field-based GPS Data collection <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

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23.	<p>Rate your experience* in Advanced GIS analysis, including the following components:</p> <ul style="list-style-type: none"> - Expertise in spatial analysis - Projects using ArcGIS Spatial Analyst - Projects using ArcGIS Geostatistical Analyst - Expertise using GIS in environmental impact analysis - Expertise using GIS in economic development and trending analysis - Expertise using GIS in network analysis/routing - Use of ArcLogistics (routing) - Expertise using GIS in utility applications - Expertise using GIS in engineering applications <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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24.	<p>Rate your experience* in Specialized GIS tools, including the following components:</p> <ul style="list-style-type: none"> - Use of ArcGIS Survey Analyst - Use of ArcGIS 3D Analyst - Tracking Analyst (tracking changes/temporal data) - ArcPad development <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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25.	<p>Rate your experience* in Advanced Aerials, including the following components:</p> <ul style="list-style-type: none"> - Use, modeling, analysis of LIDAR data - Use and analysis of infrared Satellite imagery - Have License of ERDAS Imagine or experience with ERDAS Imagine <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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26.	<p>Rate your experience* in Visual Basic / ArcObject Development, including the following components:</p> <ul style="list-style-type: none"> - Experience with ESRI ArcObject Model - Development of ArcMap editing tools using ArcObjects - Development of VB/ArcMap tools that integrate Crystal Reports <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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27.	<p>Rate your experience* in Chicago GIS Architecture Modules, including the following components:</p> <ul style="list-style-type: none"> - Experience with “GCS” or similar java-based tool to bypass built-in ArcIMS geocoding services in favor of accessing ArcSDE functionality - Experience with “GCE – Geocode Engine” or similar java based tool that provides programmable APIs to application that allow them to access spatial queries and create point, line, and polygon layers without user intervention - Experience with “Geolookup” or tabular translations of GIS geographies used to enhance performance of frequent GIS queries <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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28.	<p>Rate your experience* in Legacy GIS Programming languages, including the following:</p> <ul style="list-style-type: none"> - AML (the current vendor-certified release) - Avenue (the current vendor-certified release) <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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29.	<p>Rate your experience* in Data Scrubbing, including the following components:</p> <ul style="list-style-type: none"> - Program development for mass data conversions - Batch geocoding programs - Data matching and consolidation analysis and programming - Change detection (temporal image analysis) <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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30.	<p>Rate your experience* in reporting, including the following components:</p> <ul style="list-style-type: none"> - Business Objects Report Design experience - Business Objects Broadcast Agent experience - Crystal Reports integration with ArcMap experience <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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31.	<p>Rate your experience* in Visual Basic / Java Development, including the following components:</p> <ul style="list-style-type: none"> - Experience with ESRI ArcObject Model development - Development of Java-based GIS websites using the Java API to ArcObjects - Visual Basic Development <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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32.	<p>Rate your experience* in Core Java Development, including the following components:</p> <ul style="list-style-type: none"> - J2EE based development - XML design and parsing - JSP development - UML Design and Documentation <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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33.	<p>Rate your experience* in Java Development, including the following components:</p> <ul style="list-style-type: none"> - EJB development - Web Service Development <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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34.	<p>Rate your experience* in Basic ArcIMS Development, including the following components:</p> <ul style="list-style-type: none"> - Development of ArcIMS (the current vendor-certified release) websites - Experience with ArcXML <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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35.	<p>Rate your experience* in GIS Website Administration, including the following components:</p> <ul style="list-style-type: none"> - ArcIMS Administration - Oracle (the current vendor-certified release) configuration and mgmt - BEA Weblogic configuration and mgmt <p>Use the Comments section to identify the release levels as well as any of the above aspects with which your firm does not have experience.</p>				

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36.	<p>Rate your experience* in Advanced ArcIMS Development, including the following components:</p> <ul style="list-style-type: none"> - Development of <u>Java-based</u> websites that access ArcIMS map services (do not rely on out-of-box ArcIMS template) - Rendering of acetate layers based on live database queries to non-GIS databases - Development of GIS Websites to manage editing of GIS Layers in SDE - Integration of external web services into ArcIMS websites - Experience integrating AVL (automated vehicle location) into ArcIMS <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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37.	<p>Rate your experience* in New ESRI functionality/Tools, including the following components:</p> <ul style="list-style-type: none"> - Development using ArcGIS server (new ESRI application server) - ArcGIS Engine <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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38	Where are the resources located who will provide the above services?				

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EXHIBIT 5
Database Support and Ongoing Maintenance

#	Scope Category: Onsite and Remote Database Support Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.	Response	<i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i>	Ref. #s - (see foot-note)	Comments
Qualifier Questions					
1.	Do you provide Remote Database Support? (Yes/No) Please indicate the number of DBAs on staff with a minimum of 2 years of Oracle DBA experience that perform this function.				
2.	Indicate if your service provides a Primary DBA (familiar with our Account) and Backup DBAs instead of providing a primary account manager with a pool of DBAs? (Yes/No)				
3.	Indicate if your remote service allows direct access to DBA via phone, pager and email? (Phone/Pager/Email/All)				
4.	Indicate if you provide Oracle training. Does this include certification?				
Detailed Questions					

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
5.	<p>Indicate the percentage of company projects in the last two years (based on total staffing) that used Oracle database technologies.</p>		N/A		

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
6.	<p>Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that used Oracle database technologies.</p>		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
7.	<p>Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that used Oracle database technologies.</p>		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
8.	<p>Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that used Oracle database technologies.</p>		N/A		

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
9.	<p>Do you provide Onsite Database Support? (Yes/No) Please indicate the number of DBAs on staff with a minimum of 2 years of Oracle DBA experience that perform this function.</p>				

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#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
10.	<p>Rate your experience* in database design, to include the following activities:</p> <ul style="list-style-type: none"> - Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc. - Evaluate design of Oracle related software with respect to Security, Data Integrity, Backup/Recovery, Location Independence, and Performance - Publish and enforce standards as they relate to customizations, extensions, modifications, and interfaces <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p>Scope Category: Onsite and Remote Database Support</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
11.	<p>Rate your experience* in DB installation and upgrades, to include the following activities:</p> <ul style="list-style-type: none"> - Install and configure the Oracle Software (following City Standards and Best Practices) - Upgrade Oracle Software Version - Research and Recommend Fixes/Patches - Apply Non-OS Emergency Fixes/Patches - Apply Non-OS Fixes/Patches - Calculate/Specify space requirements - Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Forms Servers, Report Servers - Migrate software/changes through stages using change control techniques (Generally during off-hours.) <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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12.	<p>Rate your experience* in database administration, to include the following activities:</p> <ul style="list-style-type: none"> - Implement DB Design including the creation/and modification of instances and database objects such as tables, views, links, indexes, users, profiles etc. - Write and execute SQL and SQL scripts including DDL and DML - Configure and execute Database Utilities such as SQL*Loader / Data Pump - Suggest, Create, Track Task Order Requests (SRs) - Provide technical mentoring and knowledge transfer <p><i>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</i></p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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13.	<p>Rate your experience* in database backup and recovery, to include the following activities:</p> <ul style="list-style-type: none"> - Create, document, and implement backup and recovery procedures for all types of backup: hot, cold, off-site, and logical - Re-Certify Backup/Restore Strategy at least Quarterly - Verify Backups Nightly (Logical/Physical/RMAN) - Conduct Restore/Recover Tests no less than Quarterly - Restore/Recover (Non-OS) components - Manage all archive files - Recover (or Monitor) using LogMiner - Use of RMAN as focus of backup/recovery strategy - Approve/Implement Backup/Recovery design <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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14.	<p>Rate your experience* in database monitoring, to include the following activities:</p> <ul style="list-style-type: none"> - Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month - Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue - Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month - Monitor validity of the database objects and recompile if needed - Monitor no less than daily: Oracle related Alerts, Logs and Traces and address issues that are presented - Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM / GRID, or Concurrent Manager) and take corrective action if needed - Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed - Configure OEM / GRID with standard and City-requested alerts and jobs <p>Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section). Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p> <p>*Rating Scale: 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.</p>				

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15.	<p>Rate your experience* in database tuning, to include the following activities:</p> <ul style="list-style-type: none"> - Tune Instance and Database (including init.ora, o/s related parameters) - Tune Application (DB Tier, i.e., PL/SQL) - Tune Application (Middle tier, i.e., Oracle AS) - Tune SQL by executing Traces/Explains and recommending/implementing improvements to queries or database to improve response - Tune Application (Client Tier including debugging memory/cpu/version/conflict problems) - Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution - Gather statistics in a timely fashion - Recommend/Manage Materialized Views - Reorganize data and indexes as needed - Proactively address problems that trend analysis is predicting - Relocate files if needed - Purge Alerts/Archives/Logs/Traces/Outputs related to Oracle products - Correct Out of Space and Extent Conditions 				<p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p> <p>Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).</p>

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16.	<p>Rate your experience* in database security, to include the following activities:</p> <ul style="list-style-type: none"> - Eliminate Default Passwords, guard against bad passwords used with Oracle products by adhering to standards, periodically testing for password violations, and configuring profiles when possible - Add DB users, roles, profiles as specified by Program Management team - Add Application users, roles, responsibilities as specified by Program Management team - Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system - Recommend Firewall/Security Specification and test implementation - Restrict Public Packages - Perform requested grants/revokes - Maintain SSL Certificates - Proactively monitor and maintain Oracle Security Patches - Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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17.	<p>Rate your experience* in emergency problem resolution and assistance, to include the following activities:</p> <ul style="list-style-type: none"> - Provide 24 x 7 monitoring of alerts, thresholds, and availability - Troubleshoot errors occurring from batch jobs or processes - Respond to off-hour help desk triage - Respond to support pager within 15 minutes - Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure - Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure - Provide local resource within 2 hours for extreme emergency <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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18.	<p>Rate your experience* in data movement, to include the following activities:</p> <ul style="list-style-type: none"> - Configure and execute SQL*Loader / Data Pump - Configure and execute Import/Export - Move/Copy Data - Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D, training and Testing purposes - Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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19.	<p>Rate your experience* in related client tier support, to include the following activities:</p> <ul style="list-style-type: none"> - Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server. - Provide Specification for Browser/Client Requirements related to Oracle Software - Install/ Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM / GRID) <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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20.	<p>Rate your experience* in related system administration support, to include the following activities:</p> <ul style="list-style-type: none"> - Perform scheduled and ad hoc startup/shutdown of instances - Perform scheduled and ad hoc backup/restores of mount points - Allocate mount points and NSF mount points - Allocate NSF Administer file permissions including ACLs - Administer Firewall definitions - Administer Unix password changes and user creation - Manage tapes including cataloging and off-site storage rotations - Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations - Monitor disk space; Make adjustments to keep area of I/O (such as FTP) available - Apply Emergency OS Fixes/Patches - Apply Non-Emergency Fixes/Patches - Restore/Recover (O/S) components - Implement scripts requiring root access - Configure Printers - Add Unix users, roles, profiles as specified by Program Management team 				

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21.	<p>Rate your experience* in related application support, to include the following activities:</p> <ul style="list-style-type: none"> - Oversee the running of integrated batch schedule (including off-hour problem resolution) - Manage the change control process for the supported applications - Managing notifications of outages <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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22.	<p>Rate your experience* in the following products and activities:</p> <ul style="list-style-type: none"> - Provide MS SQL Server Support - Provide DB2 Support - Provide MySQL support - Provide Other DBMS Support (Please specify in comments) - Provide VSAM Support (for data migrations) <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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23.	<p>Rate your experience* in the following XML related roles and technologies:</p> <ul style="list-style-type: none"> - XML schema design - XML development including the use of DOM/ SAX, XSD, XSLT, XPath, and XQuery <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
24.	Where are the resources located who will provide the above services?				

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EXHIBIT 6
IT Infrastructure Design Scope

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see footnote)	Comments
Qualifier Questions					
1.	Rate your experience* in both Wide Area Network (WAN) and Local Area Network (LAN) design. Please indicate products used in the Vendor Comments section.				

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2.	<p>Rate your experience* in the design of data and network security, including the following components:</p> <ul style="list-style-type: none"> - Firewalls (software/hardware) - Network Access/Authorization Control - Security Services (Penetration Testing, Vulnerability Scanning, Policy Development) - WEB Web application security - Database application security - Intrusion Detection/Prevention - Authorization/AuthenticationSingle Sign On - Network traffic analysis - SSLs/VPNs - PCI and HIPAA compliance <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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3.	Rate your experience* in wireless LAN and WAN design. Please indicate products used in the Comments section.				
4.	Rate your experience* in both Microsoft Active Directory and LDAP directory integration design.				
5.	Rate your experience* in enterprise server and storage design. Please indicate products used in the Comments section.				
Detailed Questions					
6.	Indicate the percentage of company projects in the last two years (based on total staffing) that have been focused on IT Infrastructure Design.		N/A		

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#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
7.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that have been focused on IT Infrastructure Design.		N/A		
8.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that have been focused on IT Infrastructure Design.		N/A		
9.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that have been focused on IT Infrastructure Design.		N/A		

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10.	<p>Rate your experience* in server selection, to include the following vendors:</p> <ul style="list-style-type: none"> - Sun Enterprise - HP - Dell <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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11.	<p>Rate your experience* in these operating systems, to include the following vendors:</p> <ul style="list-style-type: none"> - Solaris - RedHat Linux - Microsoft <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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12.	<p>Rate your experience* in clustering solutions, to include the following products:</p> <ul style="list-style-type: none"> - Oracle RAC - Sun Cluster - Veritas Cluster Server <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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13.	<p>Rate your experience* in the design of Storage Area Network products by the following vendors:</p> <ul style="list-style-type: none"> - EMC - Fujitsu - Hitachi - Dell - HP <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
14.	<p>Rate your experience* with back-up and recovery solutions, using the following vendor products:</p> <ul style="list-style-type: none"> - Veritas Netbackup and Backup Exec - Legato Networker - Oracle DB (RMAN) <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see footnote)	Comments
15.	<p>Rate your experience* in performance testing and tuning:</p> <ul style="list-style-type: none"> - Applications - Database (Oracle and Microsoft SQL Server) - PC Client - Server - Network <p>Use the Comments section to identify any of the above items with which your firm does not have experience and to indicate the products utilized.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
16.	<p>Please indicate the number of certified engineers for the following vendors/organizations:</p> <ul style="list-style-type: none"> - Cisco - Nortel - Sun - RedHat Linux - Microsoft - Novell - GIAC - CISSP - Other manufacturers (please list in Comments) <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see footnote)	Comments
17.	Rate your experience* in network design using optical networks. Use the Comments section to identify the manufacturer and products that your firm has utilized.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
18.	Rate your experience* in server consolidation, virtualization and/or platform migration design, including legacy mainframe retirement. Use the Comments section to indicate manufacturer and products that your firm has utilized.				
19.	Rate your experience* in design of voice over IP solutions. Use the Comments section to indicate manufacturer and products that your firm has utilized.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
20.	Rate your experience* in design of XML middleware integration solutions. Please use the Comments section to indicate vendor and products that your firm has utilized.				
21.	Rate your experience* in needs analysis and design of enterprise-wide business continuity/disaster recovery solutions. Please indicate any standard methodologies used.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
22.	<p>Rate your experience* in design of video networks, including the following:</p> <ul style="list-style-type: none"> - CCTV (Closed Caption TeleVision) - Video Surveillance - Analog or Digital signal, Analog to Digital signal conversion - WEBCAMS/WEBCAST - Streaming Video - Video Conferencing <p>Please use the Comments section to indicate vendor and products utilized as well as any of the above items with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see footnote)	Comments
23.	Rate your experience* in design of voice networks. Please use the Comments section to indicate vendor and products utilized.				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see foot-note)	Comments
24.	<p>Rate your experience* in design of IVR (Interactive Voice Response) systems for the following:</p> <p>Call Center Customer Relations Management (CRM) Computer Telephony Integration (CTI) environments Voice Script designs</p> <p>Please use Comments section to indicate vendor products utilized as well as any of the above items with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
25.	<p>Rate your experience* in the following tracking, telemetry, biometrics, and other technologies. Please indicate products used in the Comments section.</p> <ul style="list-style-type: none"> - RFID (Radio Frequency Identification) - Infrared - Magnetic Swipe - Barcode Readers - Smart Card - Proximity Card - Laser - Document Management 				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: IT Infrastructure Design</p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	Ref. #s - (see footnote)	Comments
26.	Where are the resources located who will provide the above services?				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

EXHIBIT 7
Management Consulting Scope

#	<p align="center">Scope Category: Management Consulting</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p>Ref. #s - (see footnote)</p>	Comments
Qualifier Questions					
1.	<p>Rate your experience* in general IT research and recommendations addressing one or more of the following:</p> <ul style="list-style-type: none"> - Architectures - Methodologies - Technology - Technology outsourcing <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
2.	<p>Rate your experience* in development of functional requirements for a business application, including the following activities:</p> <ul style="list-style-type: none"> - Conducting staff and customer interviews - Documentation of all required data sources and desired interfaces to and from the application - Development of use cases and process diagrams - Documentation of any existing applications and manual processes that would be affected - Review of existing software packages for comparison to potential needs and for additional input as to functionality 				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Management Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
	<ul style="list-style-type: none"> - Specifications for user access, inquiry and entry needs - Specifications for special technology, such as handheld devices <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
Detailed Questions					
3.	Indicate the percentage of company projects in the last two years (based on total staffing) focused on management consulting.		N/A		
4.	Indicate the number of management consulting projects in the last two years that produced revenue ranging up to \$100K.		N/A		
5.	Indicate the number of management consulting projects in the last two years that produced revenue ranging from \$100K to \$500K.		N/A		
6.	Indicate the number of management consulting projects in the last two years that produced revenue exceeding \$.		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Management Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
7.	Please indicate the number of staff with a minimum of 2 years' experience that provide management consulting services.		N/A		
8.	<p>Rate your experience* in Business Process Analysis and Re-Engineering, to include the following activities:</p> <ul style="list-style-type: none"> - Conducting staff and customer interviews - Documenting current work processes for validation - Determining current cost of providing services and assessing customer services to calculate cost/benefit and ROI analysis - Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis. - Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City. - Developing recommendations for improved processes, suggested activities to implement those 				

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***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Management Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
	<p>recommendations and desired outcomes</p> <ul style="list-style-type: none"> - Assistance in implementation of new business process and technology initiatives <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
9.	<p>Rate your experience* in organizational assessment and/or organizational change management, including outsourcing and consolidation of business units.</p>				
10.	<p>Rate your experience* in application portfolio analysis for business continuity or other functions (please use Comments to specify).</p>				
11.	<p>Rate your experience* in strategic business planning, including the following activities:</p> <ul style="list-style-type: none"> - Business modeling - Operational assessment - Critical success factors <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p style="text-align: center;">Scope Category: Management Consulting</p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	Comments
12.	Rate your experience* in preparation of requests for information and Qualifications to determine and evaluate technical solutions.				
13.	Where are the resources located who will provide the above services?				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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EXHIBIT 8

Innovation Consulting Scope

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Innovation Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p>Ref. #s - (see footnote)</p>	Comments
Qualifier Questions					
1.	<p>Rate your experience* in innovation consulting services, including the following activities:</p> <ul style="list-style-type: none"> - Conducting research to identify unmet user needs and opportunities - Developing concepts for new services, products or processes - Prioritizing, prototyping and testing concepts - Scaling potential offerings from prototype to full-scale implementation - Transferring knowledge and skills for innovative practices <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
Detailed Questions					
2.	Indicate the percentage of company projects in the last two years (based on total staffing) focused on innovation consulting.		N/A		
3.	Indicate the number of innovation consulting projects in the		N/A		

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p style="text-align: center;">Scope Category: Innovation Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
	last two years that produced revenue ranging up to \$100K.				
4.	Indicate the number of innovation consulting projects in the last two years that produced revenue ranging from \$100K to \$500K.		N/A		
5.	Indicate the number of innovation projects in the last two years that produced revenue exceeding \$.		N/A		
6.	Please indicate the number of staff with a minimum of 2 years' experience that provide innovation consulting services.		N/A		
7.	<p>Rate your experience* in Research, to include the following activities:</p> <ul style="list-style-type: none"> - Conducting ethnographic research on users through interviews, observation, surveys and other methods - Assessing client organization's institutional capacity for innovation - Understanding client organization's internal processes and capabilities relating to a specific program or offering area - Identifying best practices from global peers and leaders in analogous industries - Assistance in implementation of new business process and technology initiatives <p>Use the Comments section to identify any of the above aspects with which</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Innovation Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
	<p>your firm does not have experience.</p>				
8.	<p>Rate your experience* Concept Generation, to include the following activities:</p> <ul style="list-style-type: none"> - Analyzing research to discern user values and design criteria or requirements - Creating a range of potential concepts that conform with users values and design criteria - Gaining feedback and alignment from internal stakeholders with diverse priorities <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
9.	<p>Rate your experience* in Concept Prototyping, to include the following activities:</p> <ul style="list-style-type: none"> - Recommending sites and/or targeted populations for prototypes - Building physical prototypes of new concepts - Piloting new service offerings on a very small scale - Collecting data from users and frontline staff on the effectiveness of specific concepts - Refining concepts in response to user and frontline staff feedback <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center">Scope Category: Innovation Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
10.	<p>Rate your experience* in Transitioning to Implementation, including the following activities:</p> <ul style="list-style-type: none"> - Creating detailed implementation plans - Identifying and providing solutions for potential barriers to implementation - Developing cost estimates and business cases for large scale roll out - Identifying resources to support large scale roll out - Preparing requests for information and qualifications to determine and evaluate suppliers <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
11.	<p>Rate your experience* in Organizational Transformation, including the following activities:</p> <ul style="list-style-type: none"> - Creating metrics to measure innovation capacity and impact - Building innovation skills within organizations - Communicating the value added by innovation to internal and external audiences - Prioritizing focus areas for innovation efforts - Recommending structures for and offerings of client's core innovation group <p>Use the Comments section to identify any of the above aspects with which</p>				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p style="text-align: center;">Scope Category: Innovation Consulting</p> <p>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subcontractors you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subcontractor perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
	your firm does not have experience.				
12.	Where are the resources located who will provide the above services?				

Reference #: If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

***Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

EXHIBIT 9
Primary Respondent Profile
Respondent's Development and Other Methodologies
Subcontractor Profile

Primary Respondent Profile

Firm name			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff that has been with the firm for over three years			
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following: <div style="text-align: right; margin-right: 100px;">Local office address</div> <div style="text-align: right; margin-right: 100px;">Number of full-time technical staff in the local office</div> <div style="text-align: right; margin-right: 100px;">Number of full-time support staff in the local office</div>			
Primary Strength(s)			
Licensed to do business in the State of Illinois?			
Is the firm certified as a MBE or WBE with the City of Chicago?			
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			

Respondent's Development and Other Methodologies

Please complete the following information that is common to all or several of the Scope Category documents. Attach a copy of any supporting documentation (softcopy as well as hardcopy, if available).

Describe your software development life cycle (SDLC). Is it proprietary or is a standard methodology used?	
Describe your project management methodology to plan to include budget, timeline, responsibilities and tasks to implement a project. Include normal status reporting methodology, including frequency of reports and items reported.	
Describe your risk management strategy.	
Describe your quality assurance strategy, including quality control on product as well as process and planning.	
Describe your approach to documentation for all phases of a development project, including requirements, design, testing, system, user, etc.	
Describe your testing methodology, including planning, use cases, unit, system, integration, parallel, etc. Include any tools used.	
Describe your approach to documentation for all phases of a system support/maintenance project.	
Describe your approach to system production implementation, including any checklists and other documentation.	
Describe your approach to application and database tuning, including performance metrics and tools used.	
Describe your approach to training and the types of training normally offered, including training planning, curriculum development, types of training that have been offered (train-the-trainer, classroom, web-based/online) and materials used.	
Describe your approach to a project closeout, including knowledge transfer, approvals, cost/benefit verification, etc. Indicate any third party involvement.	
For any project providing ongoing support and maintenance, describe how service level agreements have been developed, and performance tracked and reported.	
Do you have practical experience working with other vendor organizations in a collaborative team environment? Please provide some brief information regarding recent projects.	

Subcontractor Profile

Please copy this page for as many subcontractors as you are identifying in your response. **NOTE** This does not obligate your firm to utilize these particular subcontractors at the time of a specific Request for Service; however, all MBE/WBE requirements must be met.

If not using any subcontractor(s), indicate "none" in Scope Category.

Scope Category			
Firm name			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff		Total number of full-time technical staff that has been with the firm for over three years	
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following:			
Local office address			
Number of full-time technical staff in the local office			
Number of full-time support staff in the local office			
Primary Strength(s)			
Licensed to do business in the State of Illinois?		Is the firm certified as a MBE or WBE with the City of Chicago?	
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			

EXHIBIT 10
List of Government Projects

EXHIBIT 11
References

EXHIBIT 12
Anticipated City of Chicago Terms and Conditions

Specification Number: 66760

ANTICIPATED CITY OF CHICAGO

TERMS AND CONDITIONS

**INFORMATION TECHNOLOGY
AND RELATED SERVICES**

ARTICLE 2. DEFINITIONS

The following words and phrases have the following meanings for purposes of this Agreement:

“Account Manager” means the Key Employee of the Contractor who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

“Acceptance” shall mean the issuance of a letter, relating to services rendered on an approved Task Order Request indicating its acceptance of a Deliverable.

“Acceptance Criteria” shall have the meaning given such term in Section 4.01.

“Acceptance Procedures” shall have the meaning given such term in Section 4.02.

“Agreement” or “Master Consulting Agreement” or “MCA” terms to be used interchangeably, means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

“Budget” shall mean the final and agreed upon fees to be charged for the Services to be provided by the Contractor as set forth in a Work Plan submitted in response to a Task Order Request.

“Chief Information Officer” or **“CIO”** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and any representative duly authorized to act on her behalf.

“Chief Procurement Officer” or **“CPO”** means the Chief Procurement Officer of the City and any representative duly authorized to act on his behalf.

“City” means the City of Chicago.

“City Data” shall have the meaning given such term in Section 3.11.

“Commissioner” shall mean the recognized head of any City department authorized to initiate a Task Order Request.

“Confidential Information” of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

“Consents” shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Contractor to perform the Services, and (c) Contractor to assign to the City all rights and title in the Deliverables.

“Contractor” means _____.

“Cost Proposal” means the Cost Proposal prepared by the Contractor in response to a Task Order Request. The final and agreed upon Cost Proposal that is negotiated and accepted by the Parties will be the Budget for the project.

“Deliverables” shall mean those tangibles to be provided by the Contractor as described in Section 3.01(C). Deliverables include work product, such as written reviews, recommendations, reports and analysis, produced by Contractor for the City.

“Department” means the Department of Innovation and Technology and various other City departments.

“Documentation” shall mean all documentation, written materials, work papers, configurations, manuals, and

other work product prepared by or on behalf of the Contractor, its subcontractors or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate or range of rates, as set forth in Exhibit 2 by title description, which includes all expenses of the Contractor in Exhibit 2

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"Notice-to-Proceed" means a written acceptance of a Work Plan signed by both the CIO and indicating acceptance of the submitted Task Order Request Response (i.e Work Plan) and authorization and direction to commence Services under the Work Plan.

"Project Documents" means this Master Consulting Agreement, the Task Order Request, the Accepted Work Plan, and any attachments to them.

"Project Manager" means the Contractor's staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the primary contact with the Department.

"RFQ" shall mean that certain Request for Qualifications for Information Technology and Related Services.

"Risk Management Office" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Master Consulting Agreement.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services. The term Subcontractor also includes subcontractors of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

"Task Order Request" means a written request from the CIO or participating department Commissioner for the Contractor to prepare and submit a Work Plan and Cost Proposal for Services relating to a specific project.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Plan" means the detailed description of the Services to be provided by the Contractor in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Work Plan will be deemed to include the applicable Cost Proposal.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.01 Scope of Services

A. General

The type of Services which the Contractor may be requested to provide under this Agreement are those described in this Article 3 and Exhibit No. ___, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Contractor must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Procedure

1. Requests for Services.

(a) From time to time the CIO or Commissioner may issue Task Order Requests which are within the scope of this Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed, the required completion date, and the basis of compensation. In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Work Plan in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03, but with respect to that project only. The Contractor will not respond to Task Order Requests which are not within the scope of this Agreement.

(b) The Contractor acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Contractor; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other contractors and, in the CPO's sole discretion, the City may issue a Task Order Request to only one contractor or may issue the same Task Order Request to more than one contractor in order to obtain competitive proposals.

2. Proposal and Statements of Work.

(a) The Contractor will respond to a Task Order Request by submitting a proposal in response to the TOR to the CIO which describes the Contractor's approach to performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, MBE/WBE plan and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Work Plans will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Work Plans will not be a reimbursable cost under this Agreement.

(b) Work Plans satisfactory to the CIO must be accepted on behalf of the City by the CPO before binding the City and Contractor. The City's acceptance will be demonstrated by a Notice-to-Proceed Release, signed by the CIO, the Comptroller and the CPO, which directs the Contractor to perform the Services in accordance with the Project Documents. The Contractor will not commence Services, and the City will not be liable for any costs incurred by or payments to the Contractor, without a Notice-to-Proceed so executed. All approved Statements of Work will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Approved Task Order. Any terms and conditions in a Task Order beyond Services descriptions, warranty limits, schedule for delivery

and cost or which otherwise conflict with, are inconsistent with, or address matters not addressed in this Agreement are void and of no effect on the City (notwithstanding any other approval contemplated or provided for under this Agreement), unless as an amendment to this Agreement pursuant to Section 12.03.

(c) The Contractor acknowledges and agrees that the City either may select from among those Statements of Work submitted in response to a Task Order Request that Work Plan which is in the best interests of the City or may reject any and all Work Plans submitted in response to a Task Order Request. The Contractor further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Contractor will perform no Services relating to a Task Order until such approval is obtained.

3. Deadlines for Submittal of Statements of Work. Statements of Work will be submitted to the CIO no later than the date set forth in the Task Order Request and, if no date is specified, then no later than 10 business days following Contractor's receipt of the Task Order Request. Failure to provide a Work Plan on a timely basis may result in rejection of the Work Plan.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Work Plan as submitted by the Contractor, reject the Work Plan, or to negotiate a more satisfactory Work Plan with one or more Contractors.

C. Deliverables

1. City Approval Required. In carrying out Services, the Contractor must prepare or provide Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Work Plan or which are reasonably necessary for the purposes for which the City made this Agreement with Contractor or for which the City intends to use the Deliverables. Deliverables provided under a Task Order Request must follow the Acceptance Procedures as provided in Section 4.02 herein and meet the Acceptance Criteria contained in the Task Order Request for Work Plan. Deliverables must be provided in the City standard format and media as defined in the Task Order Request.

2. Partial Deliverables. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner and CIO. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Contractor of its commitments hereunder.

D. Meetings

The Contractor will meet regularly with the CITY to discuss matters relating to outstanding Projects. In addition, at the CITY's request, the Contractor must attend other meetings with the City or other interested parties designated by the CIO.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Contractor's duties to the City, the Contractor will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Contractor of its obligations pertaining to a Task Order Request and Work Plan as set forth in this Sections 3..

2. Satisfactory Performance. The Contractor will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner and CIO. For a Task Order Request or the approved Work Plan that requires the Contractor to deliver Deliverables that meet certain functional specifications, the Deliverables must meet the Acceptance Criteria within the time frame contained in the Work Plan associated with that Deliverable. The Contractor must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Contractor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. Efficiency. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

5. **Compatibility and Integration. Compatibility and Integration.** Contractor shall ensure that the Services, the Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by Contractor to City, incorporated by Contractor, or approved or recommended by Contractor for use by City in connection with the Services rendered via approved Task Order Requests, shall be fully compatible with, and shall not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, City, as of the Effective Date of the approved Task Order Request (collectively, the "City Resources"). At all times, Contractor shall cooperate and work as requested with the other service providers of City to coordinate the development and the provision of Services with the services and systems of such other service providers. Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution; (ii) providing information concerning any or all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services; (iii) working with City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources; and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence. In the event of any dispute between the Parties as to whether a particular service or function falls within the scope of the services to be provided by City's third-party service providers (or by City itself), or within the scope of Services to be provided by Contractor, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Contractor's work, as set forth in this Agreement, and it more reasonably would be associated with the scope of Contractor's work than with the scope of the services to be provided by such other service providers. If any of the foregoing require the disclosure of any proprietary information or Confidential Information (as defined in Section 3.07) of Contractor to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with City, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information.

B. Cooperation

The Contractor will at all times cooperate fully with the City, its agents, employees, contractors, Contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Contractor will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.

C. Failure to Comply

If Contractor fails to comply with the above standards, Contractor will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

D. Related Services

The Parties have attempted to delineate in this Agreement and its Schedules and Exhibits, and shall attempt to delineate in each Task Order Request and Work Plan, the specific tasks, activities, and Services that shall be performed by Contractor, and the specific Deliverables that shall be provided by Contractor. Nevertheless, and notwithstanding anything to the contrary herein, the Parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations shall be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Contractor, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order Request or approved Work Plan, the Parties agree that the Services to be performed by Contractor shall be deemed to include not only such delineated tasks, activities, and Services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Contractor will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Contractor's designated person to receive Task Order Requests and to submit Proposals and Work Plans. If assigned a Project, the Contractor will, immediately upon receiving an approved Task Order Request, assign during the term of the Project an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Contractor will identify such personnel and their positions in a staffing schedule which will be included in each Work Plan.

B. Key Personnel

1. Minimum Requirements. The Contractor's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the CIO's approval. Key personnel may also include other critical members of the project as specified in the Work Plans.

2. No Substitutions. The Contractor will not reassign or replace Key Personnel related to this Agreement or an approved Task Order Request and Work Plan without the City's written consent of the CIO which consent will not be unreasonably withheld. The Chief Procurement Officer may at any time in writing notify the Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Contractor will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the City. If any Key Personnel furnished by the Contractor to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Contractor's control, the Contractor shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Contractor must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Contractor must propose another substitute person within 5 days. Such 5 day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

3. Conduct on City's Premises. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on City's premises. The operation of vehicles by any Contractor Person on City's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Contractor Personnel shall be reported promptly to the appropriate City personnel. Contractor covenants that it and its subcontractors, and their respective employees, agents, and representatives (including all Contractor Personnel), shall at all times comply with, and shall at no time take no action that results in City being in violation of, any federal, state, or local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

C. Salaries and Wages

The Contractor will pay, and will cause each of its Subcontractors to pay, salaries and wages due to all employees of the Contractor and its Subcontractors, respectively, performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If, in the performance of this Agreement, the Contractor or any Subcontractor underpays any such salaries or wages, the Comptroller may withhold, out of payments due to the Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement or the applicable subcontract and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of the Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Minority and Women Business Enterprises

In the performance of Services rendered under this Agreement, Contractor must abide by the Minority & Women Business Enterprise Commitment levels established and assigned to each Task Order Request. Contractor acknowledges that the City reserves the right, based on Task Order Request service description, to increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women Owned Business Enterprises. Acceptance of terms and conditions further stipulates Contractor's agreement to abide by Task Order Request service details, which will include the required level of M/WBE participation.

The special conditions governing minority and women's business enterprises are attached hereto as Exhibit No: and are hereby incorporated by reference as if fully set forth herein. Contractor's completed Schedules C-3 and D-3 evidencing its compliance must be submitted with each Proposal and Work Plan and

will be and become a part of the Project Documents upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises certified by the City based on compliance requirements identified in the Task Order Request.

Contractor will be required to submit an MBE/WBE Utilization Report, copy attached, and supporting documentation, including all approved Task Order Requests, within ninety (90) days after Task Order Request and quarterly thereafter to the City of Chicago, Department of Procurement Services, Division of Contract Monitoring and Compliance, Room 400, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on compliance percentages identified per Task Order Request and total contract expended value.

3.05 Records and Audits

A. Records

1. Timely Delivery of Records. The Contractor will deliver or cause to be delivered all documents, including but not limited to all Deliverables and will make available all books, accounts, invoices and supporting documentation regarding the Contractor's cost of performing Services (collectively for purposes of this Section 3.05, "Accounting Records"), to the City promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery upon demand, then and in that event, the Contractor will pay to the City reasonable damages the City may sustain by reason of the failure.

2. Records Retention. All Deliverables and Accounting Records held by the Contractor will be retained by the Contractor and open to inspection by the City for a period of at least five years. Unless otherwise authorized in writing by the CIO, the Contractor will maintain any other Deliverables and Accounting Records not delivered to the City or demanded by the City for a period of five (5) years after the final payment made in connection with this Agreement.

(B) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with Section A or B above is an event of default under Article 11 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.06 Subcontracts and Assignments

Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or

assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.07 Confidentiality

A. General

All of the reports, data, findings or information in any form prepared, assembled, encountered, or received by the Contractor under this Agreement are confidential, and the Contractor agrees that, except as specifically authorized in this Agreement or as may be required by law, the reports, data or information will not be made available to any third party individual or organization without the prior written approval of the City. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Agreement.

B. Publicity

The Contractor will not, and will not permit any Subcontractor to, issue publicity news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding this Agreement or a Work Plan without the prior written consent of the City.

C. In the Event of Subpoena

In the event the Contractor or Subcontractor is presented with a request for any records, documents or information by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents, the Contractor or such Subcontractor will immediately give notice to the City and to the Corporation Counsel for the City, with the understanding that the City will have the opportunity to contest such process by any means available to it before such records, documents or information are delivered to an administrative agency, court or other third party; provided, however, that the Contractor or Subcontractor is not obligated to withhold delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena is quashed or the time to deliver is otherwise extended.

D. Other Confidentiality Agreements

If the Contractor has executed a separate confidential information non-disclosure agreement with the City in connection with the Services, before or in connection with the execution of this Agreement, that non-disclosure agreement is to be attached to this Agreement as Exhibit No: _____, and to the extent that the provisions of the separate non-disclosure agreement or this Section 3.07 conflict, the provisions which preserve greater confidentiality for the City will control.

3.08 Compliance with All Laws

A. Compliance with All Laws Generally

i. Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute and must cause any Subcontractors to execute an Economic Disclosure Statement and Affidavit ("Disclosure Affidavit") in the form attached to this Agreement as Exhibit No:__. Notwithstanding acceptance by the City of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its Disclosure Affidavit on file with the City whenever any information or response provided in the Disclosure Affidavit is no longer complete and accurate.

ii Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject

B. Nondiscrimination

(a) Contractor

In performing its Services under this Agreement, Contractor must comply with applicable laws prohibiting discrimination against individuals and groups.

(i) Federal Requirements

In performing its Services under this Agreement, Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. ' ' 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. ' ' 621-34; Rehabilitation Act of 1973, 29 U.S.C. ' ' 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. ' 12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code ' 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services

Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.08B by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractors to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations.

C. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

D. MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 3.08.D do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

E. Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a “ **business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of

\$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

F. Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2008, the Base Wage is \$10.60 per hour, each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

G. HIPAA and AIDS Confidentiality Act.

HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit No. _____ will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under HIPAA or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided. Contractor Contractor Contractor Contractor

H. Office of Compliance

Contractor understands and will abide by provisions of Chapter 2-26-010 et.seq. of the Municipal Code. All subcontractors must inform Subcontractors of the provision and require understanding and compliance with it.

I. Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

3.09 Conflicts of Interest

The Contractor covenants that it and its partners (if any), and to the best of its knowledge, its SubContractors and subcontractors, if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services hereunder. Without limiting the foregoing, the Consulting Parties will not participate, directly or indirectly, as a prime, subcontractor, or joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid where the Consulting Parties performed any Services for the City in recommending, researching, preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or bids, or performed similar services, nor shall the Consulting Parties enter into any agreement, either individually or through an entity in which it has a controlling interest, with the City where the Consulting Parties performed Services on the project that is the subject of the agreement. The Consulting Parties further covenant that, in the performance of this Agreement no person having any such conflicting interest will be assigned to perform any Services or have access to any Confidential Information.

In addition, Contractor agrees that if the City, by the CIO in his reasonable judgment, determines that any of Contractor's services for third parties conflict with the Services Contractor is to render for the City under this Agreement, Contractor shall terminate such third party services immediately upon request of the City.

3.10 City's Policies and Procedures

Contractor covenants that it, the Contractor Personnel, any subcontractors of Contractor and their respective employees, and all other agents and representatives of Contractor or its subcontractors, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Contractor in connection with Contractor's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment,

property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Contractor's proprietary information. Written copies of such policies and procedures shall be provided to Contractor by City upon request. Prior to performing Services hereunder, each of the Contractor Personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Contractor shall issue to each Contractor Person appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Contractor shall provide each Contractor Person with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and promptly upon City's request, provide City with an updated list of those Contractor Personnel who have the highest level of access to City's systems, software, and data. Contractor shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Contractor with respect to its own similar systems and data. Contractor shall cooperate with City in ensuring Contractor's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Contractor Personnel to City's information systems, networks, equipment, property, and facilities.

3.11 City Data

City shall be and remain, at all times, the sole and exclusive owner of the City Data and any modification, compilation, or derivative work therefrom and all intellectual property and proprietary rights contained therein or pertaining thereto, and Contractor shall not acquire any rights therein except as expressly granted in this Agreement. To the extent Contractor may be deemed to obtain any such rights, Contractor hereby assigns the same to City. Contractor and its permitted subcontractors may not have access to the City Data except solely to the extent Contractor requires such access to such data to provide the Services as contemplated by this Agreement. Contractor may only access and process the City Data in connection herewith or as directed by City in writing and may not otherwise modify the City Data, merge it with other data, commercially exploit it, or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as specified herein or as directed by City in writing. "City Data" shall mean, in or on any media or form of any kind: (a) all data or summarized data related to City and recipients and users of City services, and all data indexing such data (regardless of whether or not owned by City, generated or compiled by City, or provided by recipients and users of City services), including data that is in City's databases or otherwise in City's possession on the Effective Date or at any time from such date through the last day of the Term; and (b) all other City records, data, files, input materials, processed data, reports and forms that may be received, computed, developed, used, or stored by Contractor, or by any of Contractor's permitted subcontractors, for City in the performance of Contractor's duties under this Agreement. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables and City Data, finding or information while in the possession of Contractor or its subcontractors. Any such lost or damaged Deliverables, City Data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction.

ARTICLE 4. ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Tests

Each Task Order Request will contain Functional Specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal and Work Plan, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as a whole ("Detailed Acceptance Criteria"). The City and the Contractor will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

4.02 Acceptance Procedures

A. Upon issuing an approved Task Order Request the City will propose and the City and the Contractor shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables

("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Contractor shall be accompanied by a written certificate from the Contractor that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Contractor shall also provide a complete copy of the Deliverable to the City.

- B. At the City's request, the Contractor will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Contractor will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Contractor with written notice specifying the identified failures. The Contractor must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Contractor must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 9.

4.03 Non-Software Acceptance

City shall also have the right to review and test each material Deliverable that is to be provided by Contractor to City hereunder to determine whether such Deliverable conforms to the applicable Acceptance Criteria and whether City shall accept or reject such Deliverable. Such right shall be exercisable by City upon receiving written notification from Contractor that such Deliverable is ready for review and testing, in accordance with the mutually agreed upon Acceptance Criteria. Unless otherwise provided, such testing shall continue for a period of time not to exceed testing term identified in the Acceptance Criteria. If City determines during such period that (i) such Deliverable contains no material errors or defects, (ii) such Deliverable meets or fulfills the Acceptance Criteria, and (iii) all training and other Services required by this Agreement in connection with the provision of such Deliverable have been completed, then City shall notify Contractor in writing that City has issued its "Acceptance" of such Deliverable. If, during such period, City determines that such Deliverable does not conform to such Acceptance Criteria, City shall deliver to Contractor a written report describing the deficiencies, or the portions of such Deliverable that it is not willing to accept, in reasonable detail. Contractor shall correct any such deficiencies, or attempt to resolve such disagreement, within seven (7) Business Days after receiving any such report and shall notify City in writing when such corrections or resolutions are completed. A Business Day shall have the meaning any day that the City Department initiating the Task Order Request is open for business. City may then re-test the Deliverable (or consider the contents of the revised Deliverable, as the case may be) for up to seven (7) additional Business Days, at the end of which the determination, notification, and correction process described above in this Section shall be repeated. For the avoidance of doubt, any references to City's "Acceptance" of any particular item in this Agreement or in any Schedules, Exhibits, or attachments incorporated herein, without further qualification or clarification, shall be deemed to refer, as applicable, to City's Acceptance Testing Criteria and Procedures of this Article 4.

ARTICLE 5. TIME OF PERFORMANCE

5.01 Term of Agreement

A. Original Term

This Agreement will take effect as of the _____ day of _____ and will continue until _____ or until the Agreement is terminated in accordance with its terms, whichever occurs first.

5.02 Time is of the Essence

The Contractor will provide Services within the time limits required under this Agreement and as provided in the Project Documents. The Contractor acknowledges that sometimes deadlines for the Services are dictated by the requirements of agencies or events outside the control of the City, that failure by the Contractor to meet these deadlines may result in economic or other losses to the City, and that in those circumstances, TIME IS OF THE ESSENCE.

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum or hourly rate based on the Rate Structure attached at Exhibit No: ____. These bases of payment are more fully described in Exhibit No: ____, which is attached to this Agreement and which is hereby incorporated by reference. In each case where the Contractor is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

6.02 Budget for Services

As provided in Article 3, the Contractor will prepare a Cost Proposal as part of each Work Plan. The Cost Proposal for each Work Plan will be deemed approved upon approval of the Work Plan. The Contractor will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Contractor will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Work Plan.

6.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Contractor will submit monthly invoices which prorate the lump sum on the basis of percentage of work completed. For hourly rate compensation (time and materials), the Contractor will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents may specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Master Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Contractor will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under \$500.00 unless they are submitted for final payment/project close-out. If Contractor has an invoice for less than \$500 and it is not

the final payment/project close-out, the Contractor will hold the invoice and submit it the next time the total exceeds \$500.

The City will process invoices for payment within sixty days after receipt.

6.04 Funding

Any payments under this Agreement will be made from Fund No. xx-xxx-xx- xxx-xxxx-xxxx and various other funds identified on the Task Order Request document. Funds are subject to adequate appropriation and availability. The maximum amount to be encumbered will vary by Task Order Request. The total amount to be encumbered over the term of the Master Consulting Agreement will be ???, unless subsequently amended.

6.05 Non-Appropriation

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

6.06 Right to Offset

A. Arising under this Agreement

Any excess costs and damages incurred or suffered by the City in the event of termination of this Agreement for default or arising as a result of the exercise by the City of any of the other remedies available to it under Section 11.02; any excess costs or damages incurred or suffered by the City otherwise resulting from the Contractor's performance or non-performance under this Agreement; any other set-offs permitted under this Agreement; any credits due to the City; or any overpayments made by the City may be offset by use of any payment due to the Contractor. If such amount offset is insufficient to cover those excess costs, credits, or overpayments, the Contractor will be liable for and promptly remit to the City the balance upon written demand. This right to offset is in addition to, and not a limitation on, any other remedies available to the City.

B. Section 2-92-380 of the Municipal Code

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City will be entitled to set off a portion of the compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Contractor to the City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and "debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

2. Notwithstanding the provisions of subsection (B)(1), above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the compensation due under this Agreement if one or more of the following conditions are met:

- (a) the Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contractor is in compliance with the agreement; or
- (b) the Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (c) the Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

ARTICLE 7. RISK MANAGEMENT

7.01 Contractor's Insurance

Contractor must provide and maintain at Contractor's own expense, until contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit No: , insuring all operations related to the Agreement.

7.02 Indemnification

A. General Indemnification

1. Except for claims relating to proprietary rights which are shown below, on written notice from the City of Losses Arising under this Agreement as defined in this Section 7.02, the Contractor must defend, indemnify and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether the Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward the City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

2. For purposes of this Section 7.02, "City Indemnitees" means, individually and collectively, the City of Chicago, its officers, representatives, officials, agents and employees. "Losses" means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines and demands, including, but not limited to all reasonable costs for investigation, reasonable attorneys' fees, court costs, and experts' fees. "Arising under this Agreement" means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractors' performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, Contractors, subContractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of the foregoing.

3. To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Pension Code, the Illinois Workers Compensation Act or any other statute or judicial decision.

4. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement. Further, the indemnities contained in this provision survive the expiration or termination of this Agreement.

B. Proprietary Rights Indemnification

1. The Contractor will indemnify, defend and hold completely harmless the City Indemnitees from and against any Losses relating to or arising out of infringement or alleged infringement by any part of the Contractor's Deliverables of any patent or copyright or other proprietary rights, provided however, that this indemnification provision will (i) not apply to an infringement or alleged infringement caused by any modification or alteration of the Contractor's Deliverables not approved by Contractor, if, but only to the extent that, the infringement would not have occurred but for such modification or alteration.

2. Promptly after the Contractor receives written notice of any claim, action, suit or proceeding which is subject to indemnification under this Section, Contractor must: (i) notify the City that Contractor will undertake the defense thereof, and (ii) retain legal counsel reasonably satisfactory to the City to conduct the defense thereof. The Contractor and the City will cooperate with the party which undertakes the defense of such claim, action, suit or proceeding in any manner that such party reasonably requests of the other. In the

event that the Contractor fails to undertake its defense or subsequently abandons its defense, the City may (but is not obligated to) defend, compromise or settle such claim, action, suit or proceeding at Contractor's expense. The Contractor will not compromise or settle any claim, action, suit or proceeding in which any relief other than the payment of money damages is sought against the City without the prior written consent of the City.

3. In the event of any claim, action, suit or proceeding, the Contractor will successfully defend such, and (i) obtain the right for the City to continue using the infringing product or proprietary property, or (ii) modify the Contractor's Deliverables at Contractor's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iii) replace the infringing material with materials containing at least equivalent functionality as the infringing material.

7.03 Limitation of Liability

The City and the Contractor agree that the Contractor's liability for damages arising from this Agreement and the performance thereof shall not exceed three times the Maximum Task Order Request compensation value as established in Section 6.04 **provided that**, such limitation does not apply to third party claims covered by the indemnity provisions set forth above, losses of whatever nature which the City may suffer on account of Contractor's gross negligence or willful misconduct or which arise from Contractor's breach of its warranty obligations and losses of whatever nature that are covered under the insurance policy Contractor has been required to obtain under this Agreement. It shall be further agreed by City and Contractor that based on Task Order Request description and complexity, the CIO and CPO reserve the right to revise the monetary limitation placed on any Task Order Request generated. Such revised limitation will be identified in the Task Order Request.

ARTICLE 8. PROPRIETARY RIGHTS

8.01 Ownership of Work Product

Notwithstanding anything to the contrary contained in this Agreement, City shall be the sole and exclusive owner of all Work Product (as defined below) created or produced in connection with performance under this Agreement, and all intellectual property and propriety rights in or pertaining to such Work Product, effective upon delivery of such Work Product to City. Contractor agrees that all copyrightable aspects of the Work Product shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Copyright Act"), that the Parties do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act, and that in no event shall Contractor be deemed a joint author of the Work Product. To the extent that any Work Product does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Work Product prepared for City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that City may reasonably request in order to assist City in perfecting its rights in and to the copyrights relating to the Work Product, at the sole expense of the City. Contractor represents and warrants to City, its successors and assigns, that it has the legal right, power, and authority to effectively and validly accomplish said assignment and hereby agrees to indemnify City against any losses, damages, and expenses resulting from any alleged invalidity of any such assignment. Contractor represents and warrants to City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Work Product and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Work Product. Contractor warrants that the Work Product is complete, entire and comprehensive, and that the Work Product constitutes a work of original authorship.

Definition of Work Product

As used in this Agreement, "Work Product" means [deliverables](#) and information and developments, and intermediate or partial versions thereof, including customized reports, processes, methods, apparatus, programs, and materials related to the Services or the Deliverables, or the access to, or the use or operation of, the Services, lists, compilations, and descriptions of the aggregate setup and configuration steps and choices made by City or Contractor in the process of implementing and integrating the Services, and designs, specifications, inventions, discoveries, improvements, ideas, know-how, techniques, materials, program materials, computer software, flow

charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, regardless of whether patented or patentable, subject to copyright, constituting a trade secret, or otherwise protectable by law, that are created, invented, or conceived by Contractor in its performance under this Agreement, or by any third party engaged by Contractor in the performance of Contractor's obligations or the exercise of Contractor's rights under this Agreement, and the intellectual property and proprietary rights in or pertaining to any of the foregoing. Notwithstanding anything to the contrary contained herein, [Work Product does not include Contractor Materials as defined below.](#)

Definition of Contractor Materials

"Contractor Materials" means all intellectual property developed and/or purchased by Contractor or on Contractor's behalf prior to this Agreement and all intellectual property developed and/or purchased by or on Contractor's behalf other than in connection with this Agreement.

8.02 Ownership of Documents and Data

All Documentation and City Data is and will be the property of the City. During the performance of the Services, the Contractor is responsible for any loss or damage to the Documentation and any other tangibles while they are in its possession and any such document or tangible lost or damaged will be restored at the expense of the Contractor. The City will have full access to the Documentation and Deliverables during the preparation of the documents and other deliverables during normal business hours upon reasonable notice.

8.03 Software License and Delivery

A. License to Software

Contractor hereby grants to the City a global, perpetual, irrevocable, fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance, translate and create derivative works from the Software for the City's use. Such license shall include the right to sublicense, and permit a third party to use and access, the Software for the City's use.

B. Source and Object Code Delivery

Contractor shall deliver to the City all Deliverables that consist of custom software in source code form and compiled (i.e., executable, object code) form with Documentation sufficient to enable a user of ordinary skill to use the Software.

8.04 Required Consents

Except as expressly provided in this Agreement, Contractor shall be responsible for, and shall include in its Cost Proposal, all costs associated with obtaining the Consents. The City will cooperate with the Contractor in obtaining the Consents.

ARTICLE 9. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, IL. 60602) The Chief Procurement Officer will issue a written statement and send a copy of it to Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 10. WARRANTIES AND REPRESENTATIONS

10.01 Representations; Covenants

A. Contractor represents to the City that:

(i) it is a corporation duly incorporated, validly existing and in good standing under the laws of _____;

(ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Contractor;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Contractor in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Contractor performing its obligations hereunder;

(vi) it and each of its employees, agents, subcontractors of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City.

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the Chief Procurement Officer with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City.

(ix) it is not deemed to be ineligible and will not knowingly use the services of any contractor or consultant deemed to be ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement.

(x) neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

B. Contractor covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Contractor performing its obligations hereunder;

(iii) the Services and any software used by the Contractor in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party;

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.

10.02 Warranty

A. For Deliverables provided in response to a Task Order Request, Contractor represents and warrants that:

The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

B. For Deliverables provided in response to an Task Order Request, Contractor represents and warrants that:

1. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

2. The Deliverables provided under any Work Plan will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

3. The media furnished by the Contractor on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its expense, replace any defective media within 10 days after the City notifies Contractor.

C. The Contractor represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) function accurately and without interruption before, during, and after January 1, 2000 without changes in operation associated with the advent of the new millennium;

(iii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner;

(iv) store and provide output of date information in ways that are unambiguous as to century; and

The foregoing warranties in this Subsection 10.02(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Work Plan, properly exchanges date/time data with it.

If a Work Plan requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 10.02(C), then that warranty will apply to those listed items as a system.

D. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

10.03 No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, AND TERMINATION

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
2. The Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and
 - c. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
3. For Services or Deliverables provided in response to a Task Order Request :
 - a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
 - b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Work Plan then in effect;
 - c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
 - d. Discontinuance of Services for reasons within Contractor's reasonable control;
4. For Deliverables provided in response to a Task Order Request:
 - a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Work Plan;
 - b. Failure to meet or comply with the warranty provisions contained here.
5. Any change in ownership or control of the Contractor without the prior approval of the Chief Procurement Officer, which will not be unreasonably withheld.
6. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
7. Failure to promptly update Disclosure Affidavit(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate and to provide the updated Disclosure Affidavit(s) to the City as provided under Section 3.08.
8. Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.

B. Declaration of Default

The Chief Procurement Officer will notify the Contractor of any circumstance which the Chief Procurement Officer believes to be an event of default and may, in his sole discretion, allow the Contractor a period of time defined by the Chief Procurement Officer to proceed to cure such event of default. The occurrence of any event of default which Contractor has failed to proceed to cure within the time allowed by the Chief Procurement Officer, if any, will permit the Chief Procurement

Officer to declare Contractor in default.

Written notification of any decision of the Chief Procurement Officer to declare the Contractor in default will be provided to the Contractor and such decision will be final and effective upon the Contractor's receipt, as defined in this Agreement, of such notice. Whether to declare the Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

11.02 Remedies

A. General

1. If the Contractor has failed to cure a default within the period granted by the Chief Procurement Officer, or the Chief Procurement Officer has declared an event of default, the City may invoke any or all of the following remedies:
 - a. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.
 - b. The right to seek specific performance, an injunction or any other appropriate equitable remedy.
 - c. The right to seek money damages.
 - d. The right to withhold all or any part of the Contractor's compensation.
 - e. The right to declare the Contractor non-responsible in future contracts with the City.
 - f. The right to declare the Contractor in default under existing City contracts.
2. In addition, upon the giving of notice of a declaration of default under a Task Order Request as provided herein, the City may invoke any or all of the following remedies:
 - a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others.
 - b. The right to require the Contractor to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.
 - c. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Task Order Request and recovering from the Contractor as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.

- d. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.
- e. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City Discretion

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor will in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor will the City waive or relinquish any of its rights.

C. Remedies Nonexclusive

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.03 Early Termination

A. In addition to termination under Sections 11.01 and 11.02 of this MCA, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 13. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 13 of this MCA (if no date is given) or upon the effective date stated in the notice.

B. After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 6, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 9 of this MCA. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

C. Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

D. If the City's election to terminate this Agreement for default under Sections 11.01 and 11.02 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 11.03.

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

The Contractor acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

The Contractor agrees that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, or its performance.

C. No Omissions

The Contractor agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Contractor expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

D. Non-Exclusivity

Nothing herein shall prevent City from providing for itself or obtaining from any third party, at any time during the Term (as defined in Section 5.01) or thereafter, any type of products or services in any way similar or related to the Services or the Deliverables as applicable, or any other products or services. In the event that City elects to provide for itself (or engage third parties to provide for City) any such similar or related products or services, Contractor shall provide to City, or its chosen service provider, such reasonable cooperation and assistance, and access to the employees and subcontractors of Contractor, as is necessary to enable and facilitate the integration and interfacing of such other products. It shall be a condition of access or use by a third party service provider that such provider agree to substantially abide by the confidentiality and usage restrictions of this Agreement. Contractor shall not interfere with, or take any action against, either City or any such third party from whom City obtains, or seeks to obtain, any such products or services; provided, such restriction shall not limit Contractor's rights under applicable law in the event of a breach of this Agreement.

12.02 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

12.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any of its parts, will be valid unless in writing and signed by the authorized agent of the Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City will incur no liability for Additional Services without a written amendment to this Agreement pursuant to this Section.

12.04 Compliance with All Laws

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

12.05 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. If any action is brought by the Contractor against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

12.06 Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not effect the remaining portions of this Agreement or any of its parts.

12.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

12.08 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 12 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

12.09 Assigns

All of the terms and conditions of this Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective legal representatives, successors, transferees and assigns.

12.10 Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

12.11 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

12.12 Miscellaneous Provisions

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver will be construed as a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

12.13 No Third Party Beneficiaries

The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or other third parties.

ARTICLE 13. NOTICES

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Innovation and Technology
50 West Washington Street, 27th Floor
Chicago, Illinois 60602
Attention: CIO

With Copies to: Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: _____

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 13.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 14. AUTHORITY

14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

14.02 Contractor's Authority

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Contractor, the Contractor will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: _____
Mayor

Comptroller

Chief Procurement Officer

Recommended: _____
Chief Information Officer

(Contractor)

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, _____
by _____, President and _____,
Corporate Secretary of _____.

Notary Public

My Commission expires: _____

EXHIBIT 13
CITY OF CHICAGO
Economic Disclosure Statement and Affidavit (EDS)

EXHIBIT 14
INSURANCE REQUIREMENTS AND CERTIFICATE

CONTRACT INSURANCE REQUIREMENTS
Information Technology and Related Services
Application Development, Support and Ongoing Maintenance
GIS Development, Support and Ongoing Maintenance
Database Support and Ongoing Maintenance
IT Infrastructure Design
Management Consulting
Innovation Consulting

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing Work for Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Work for Contractor must maintain limits of not less than \$2,000,000 for landside with the same terms herein.

4) Error & Omissions/Professional Liability

When architect, engineers, EDP professionals including but not limited to Software Designers, Computer/Programmers, Electronic Data Processors or other professional Consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include but not be limit to contractual liability, performance of or failure to perform EDP, performance of or other computer services, and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawing, data, media, specifications, reports, records and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property/Installation Floater

All Risk/Property Installation Insurance must be maintained at replacement cost for loss or damage to City machinery, equipment, materials or supplies (until City acceptance) and any other property that are part of the project/contract during the course for design, development, replacement or maintenance, testing and installation including any City equipment while at another location of Contractor. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown and extra expense. The City of Chicago is to be named as additional insured and loss payee.

The Contractor is responsible for all loss or damage to City of Chicago property at full replacement cost during installation, modifications, maintenance and/or repairs to database and any IT Infrastructure Systems while in Contractor's care, custody and control, or loss to any City property as a result of the Contract.

Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used or rented, by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and

responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____
 Address: _____ RFP: _____
 (Number and Street) _____ Project #: _____
 _____ Contract #: _____
 (City) (State) (ZIP)

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers Compensation and Employers Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for workers compensation and professional liability, will read:
 AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.®
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____

EXHIBIT 15
TASK ORDER NON-TARGET MARKET SPECIAL CONDITIONS (MBE/WBE)
SCHEDULE FORM C-3 AND D-3
Sample Minority and Women Business Enterprise Commitment Letter

TASK ORDER SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT (MBE/WBE Professional Services)

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0%
WBE Contract Goal: 5.0%

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

business in accordance with City Ordinances and Regulations.

- C. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **“Area of Specialty”** means the description of an MBE or WBE firm*s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm*s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract*s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor*s MBE/WBE Utilization Plan shall not conclusively establish the contractor*s right to full MBE/WBE credit for that firm*s participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers* fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as “brokers” shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer*s letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposer's own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE

business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder*s MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. Schedule C-3: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.
A Schedule C-3 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-3 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-3 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-3 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- B. Letters of Certification.

A copy of each proposed MBE/WBE firm*s current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm*s Area of Specialty. The MBE/WBE firm*s scope of work, as detailed by their Schedule C-3, must conform to their stated Area of Specialty.

- C. Joint Venture Agreements.

If the bidder*s/proposer*s MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

- A. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-3. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder*s Schedule D-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-3 (executed and notarized) to conform with the Schedule C-3. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-3 and D-3.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor*s final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor*s first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor*s books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-3 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor*s notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney*s and arbitrator fees, as damages to a prevailing MBE/WBE.

- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

**S.B.A. - Bond Guarantee Program
Surety Bonds**
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago
Department of Procurement
Office of Vendor Relations**
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

**City of Chicago
Department of Procurement
Contract Administration Division**
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago
Department of Procurement
Office of Business Development -Certification Unit**
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909
General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers
Development Council, Inc.**
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

**Chicago Minority Business
Development Council**
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

ATTACHMENT A – ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD
SUITE 303
CHICAGO, IL 60616
PHONE #: (312) 293-1249
FAX #: (312) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET
SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG
ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIAWORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS
OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR
TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK
ASSOCIATION (SIN)
STREET ADDRESS: 2100 W. WASHINGTON
CHICAGO, IL 60612
MAILING ADDRESS: P.O. BOX 1113
CHICAGO, IL 60608
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF
WORKFORCE DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF
COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)
BARRY A. FLYNN, EXECUTIVE DIRECTOR

ATTACHMENT B
(On Bidder/proposer-s Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) _____ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative
Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____

Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____

2. Capital contributions:
- (a) Dollar amounts of initial contribution: _____

 - (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

- 1. Supervision of field operations: _____
- 2. Major purchases: _____
- 3. Estimating: _____
- 4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the managing partner, if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture’s work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this _____ day of _____, 20____, the above-signed officers

_____ ,
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-3
MBE/WBE to Perform as Subcontractor
Request for Services (Task Order)

Contract #: _____ **Project #:** _____

Project Description: _____

From: _____
(Name of Subcontractor)

Please check one: MBE: [] WBE: [] Non-M/WBE: []

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

Schedule D-3
Compliance Plan regarding MBE and WBE Utilization
Request for Services (Task Order)

Contract #: _____ Project #: _____

Project Description: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
_____ and authorized representative of
(Title of Affiant)

Name of Prime Contractor

and that I have personally reviewed the material and facts set forth in and submitted with the Schedule C-3 regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago **(Current letter of Certification attached)**.

I. Complete this section for each MBE/WBE participating on the Request for Service.

5. Name of MBE/WBE firm: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation: \$ _____
Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

6. Name of MBE/WBE firm: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation: \$ _____
Percentage of Participation: _____ %

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will

be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

7. Name of MBE/WBE firm: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation: \$ _____

Percentage of Participation: _____%

If indirect participation is being used, describe in detail the service that will be performed and/or goods that will be supplied. Give detailed project information (i.e., project name, description, type of service that will be performed and/or supplies that are being purchased. Copies of invoices, bill of sale and cancelled checks must be submitted to the Department of Procurement Services upon project completion.)

8. Attach additional sheets as needed.

III. Summary of MBE/WBE Proposal:

1. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Direct Participation	\$ _____	_____ %

2. MBE Direct Participation

Name of MBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Direct Participation	\$ _____	_____ %

3. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Direct Participation	\$ _____	_____ %

4. WBE Direct Participation

Name of WBE firm	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Direct Participation	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e/g/. officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

(Seal)

Signature of Notary Public

Sample Minority and Women Business Enterprise Commitment Letter

Ms. Jamie L. Rhee
Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES
121 North LaSalle Street
Room #403
Chicago, Illinois 60602

**RE: SPECIFICATION NO. 66759 REQUEST FOR QUALIFICATION
INFORMATION TECHNOLOGY & RELATED SERVICES
MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE
COMMITMENT**

Dear Ms. Rhee:

In response to RFQ #???, Section IV; Preparing Qualifications: Required Information, **(NAME OF RESPONDENT HERE)** agrees to adhere to the City's goals regarding M/WBE participation.

Specifically, in relation to any contract we are awarded for Information Technology and Related Services and subsequently any approved Task Order Requests we receive, **(NAME OF RESPONDENT HERE)** will commit to achieving a minimum, 25% MBE and 5% WBE compliance based on the total dollar value of all Task Orders awarded under our Master Consulting Agreement. Further, **(NAME OF RESPONDENT HERE)** understands that the City retains the ability to revise standard M/WBE goals based on individual project descriptions and will identify any increased goals in the Task Order Request form during initial solicitation.

Upon receipt of any Task Order Request, **(NAME OF RESPONDENT HERE)** will provide the necessary C-3 and D-3 to complete the required Task Order Request response documentation and be considered for Task Order Award.

Sincerely;

Name
Title
Company