

**REQUEST FOR PROPOSAL ("RFP") FOR
COMPUTER AIDED DISPATCH (CAD) SOFTWARE, HARDWARE, AND
IMPLEMENTATION AND MAINTENANCE SERVICES**

Specification No. 280950

Required for use by:

**CITY OF CHICAGO
(Office of Emergency Management and Communications)**



This RFP distributed by:

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

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

Jamie L. Rhee, Chief Procurement Officer
Attention: Lisa Clark, Contract Negotiator

lisa.clark@cityofchicago.org

312-744-2771

Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Non-Mandatory Pre-Proposal Conference will be held on
August 17, 2017 at 11:00a.m. Central Time, at City Hall, Room 1103, 121 N. LaSalle Street,
Chicago, Illinois 60602.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL
TIME, ON, NOVEMBER 2, 2017**

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Dear Vendor:

Under the leadership of Mayor Rahm Emanuel, the City continues to identify ways contractors can be good corporate citizens, enhance the City's business community, and improve small businesses' chances of being successful City contractors. The City has several bid incentives and programs designed to benefit local businesses, small businesses and utilization thereof, and reward corporate responsibility and community awareness, including bid incentives for apprentice utilization, city-based businesses, city-based manufacturers, project-area subcontractors, veteran/small business joint ventures, and the use of alternatively powered vehicles, as well as the diversity credit program. Information about all of the City's programs and incentives can be found at <http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html>.

One program that you may not be aware of is the City's Mentor-Protégé Program ("Program"). Under this Program, a prime contractor mentor is eligible to receive (1) a 1% bid incentive; and (2) an additional 0.5 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé (in addition, instead of being mentored by the prime, can be mentored by a first-tier subcontractor) up to a maximum of five additional percentage points of utilization credit. The mentor and protégé must enter into a formal, written agreement that must be approved by the Chief Procurement Officer and that describes how the mentor-protégé relationship will develop the capacity of the MBE/WBE protégé firm to become self-sufficient, competitive, and profitable.

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies¹ for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program.

Please also review the following additional reminders about bidding, contracting, and compliance.

Please read Instructions for Bidders, Requests for Proposals and Requests for Qualifications carefully. We understand that government solicitations for bids, proposals and qualifications contain a lot of information and may have mandatory forms to complete. However, errors and omissions in your bids, proposals and qualifications cost both you and the City time and money, since non-responsive bids must be rejected. Rejected bids may result in your firm not getting the contract and increase the cost of work to the City.

¹ For a list of assist agencies, visit
<http://www.cityofchicago.org/content/dam/city/depts/dps/Outreach/AssistAgencies082015.pdf>

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS who is responsible for each solicitation is stated on the cover page of that solicitation. Call or write us — we are here to assist you. However, please keep in mind that in regards to bid solicitations, we must communicate answers to anything but the most general questions to all firms in the vendor pool. This is usually done via an addendum.

The City remains committed to the development and utilization of small, minority, women and disadvantaged owned businesses. In each bid solicitation, you receive a list of the City's registered assist agencies. As you plan for meeting your MBE/WBE goals, remember to contact the assist agencies. They have members holding certification in a variety of disciplines. Please utilize them whenever you have contracting needs. In fact, contacting these agencies *well in advance of the bid opening date* is a requirement for demonstrating good faith efforts to obtain MBE/WBE participation if you request a reduction or waiver of goals.

All subcontractors must be approved by the Chief Procurement Officer. A contractor may not make any substitution for a previously approved subcontractor unless the substitution is acceptable to the Chief Procurement Officer. All requests to substitute subcontractors must be submitted on the appropriate form.

You must pay all subcontractors and suppliers within seven days of your receiving payment for that portion of the work from the City. Failure to pay your subcontractors within the seven-day time period may subject you to fines or other penalties.

Vendors are required to report payments to all subcontractors and suppliers in C2. The City's Certification and Compliance Management system, C2, allows prime contractors to report M/W/DBE utilization quickly and efficiently through a web-based format while simultaneously allowing subcontractors the ability to confirm payment activity.

EDSs must be kept up to date. Vendors are required to fill out an Economic Disclosure Statement ("EDS") prior to award of a contract. Until final completion of the project, you must provide, without need for request by the City, an updated EDS if there is any change in ownership or change in any other circumstance that would render the EDS then currently on file inaccurate or obsolete. Failure to provide an updated EDS when required is an event of default.

Persons who lobby City government are required to register as a lobbyist with the Board of Ethics and submit activity reports every quarter. For more information regarding this requirement, please contact the City of Chicago Board of Ethics. Information about the Board may be found at www.cityofchicago.org/ethics.

Check the Debarred Vendor List. Prior to submitting a bid, or for existing contracts, a request for approval of subcontractors, you must check the list of debarred vendors to make sure that you are not proposing the use of a firm that is ineligible to do business with the City. The list of vendors ineligible to do business with the City may be found at www.cityofchicago.org/city/en/depts/dps/provdrs/debarred_firms_list.html.

Comply with prevailing wage and minimum wage requirements. Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of

each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage* must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit <https://wwwv.illinois.gov/idol/Laws-Ruies/CONMED/Pages/prevailing-wagerates.aspx>. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit <http://www.citvofchicago.org/content/dam/city/deps/dps/RulesRegulations/ExecutiveOrderNo2014-1.pdf>.

Comply with the United States Department of Labor Occupational Safety & Health Administration ("OSHA") laws and regulations. Under the Occupational Safety and Health Act, employers are responsible for providing a safe and healthful workplace. OSHA's mission is to assure safe and healthful workplaces by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers must also comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. For more information, visit www.osha.gov/law-regs.html.

Comply with the Multi-Project Labor Agreement ("PLA"). The City is a signatory to the PLA, which applies to all contractors and subcontractors of any tier performing construction work, including construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago. See the relevant sections of the bid specification for more information.

Assistance in meeting the City's requirements for project area labor is available through the Chicago Cook Workforce Partnership. On construction projects of \$100,000 or more, at least 50% of the total hours worked must be provided by City residents, and at least 7.5% of the hours worked must be provided by residents of the project area. The City and Cook County have partnered to provide job training and collaborate with unions, among other workforce development initiatives. For more information and to request assistance with complying with Chicago residency and project area residency requirements, visit www.workforceboard.org/businesses or call (312) 603-7066.

Schedule Cs must reflect the agreement between the subcontractor and the prime contractor. A subcontractor's signature on the Schedule C means it has agreed to the scope and price of work that is described therein. We strongly caution against subcontractors signing and sending blank Schedule Cs to prime contractors.

Pay at least the applicable wage rate, and note the requirements of the paid sick leave ordinance. On December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage to be paid to all workers within the City of Chicago – not just employees of City contractors – effective July 1, 2015. For work performed on City contracts, a Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1*; (3) "Living Wage" rate specified by MCC Sect. 2-92-610; (4) Chicago Minimum Wage rate specified by MCC Chapter 1-24*; or (5) the highest applicable State or Federal minimum wage. In addition, § 1-24-045, Paid Sick Leave, which was passed in 2016, requires all employers of employees performing work in the City to provide paid sick leave, **effective July 1, 2017.**

Note that there are different types of waivers of lien. A *Conditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. A *Conditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to induce a final payment, and the claimant has not yet been paid. Remember, any outstanding balance that is owed to the claimant or retainage held should be noted in the balance section of the waiver of lien. An *Unconditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. An *Unconditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.

Please take a moment to fill out the **optional** survey that follows this letter to help us gain a better understanding of your firm. Thank you for your attention to these important matters, and we look forward to partnering with you on future City contracts.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

PLEASE NOTE: Do **not** return this survey with your bid, as it is optional and does not affect the evaluation of your bid. If you choose to complete the survey, please fax it to 312-744-0010 or email it to dps.feedback@cityofchicago.org.

Vendor Name ("Vendor"): _____

Date: _____

(1) Does Vendor have a formal tracking and reporting system of energy/utility/waste/water usage to identify trends and unusual fluctuations and usage?

(2) Does Vendor have an awareness program for energy conservation that includes regular communication to employees about avoiding wasteful practices and encourages turning off lights and other devices when not in use?

If so, are reminder signs posted in appropriate locations? _____

(3) Has a policy or practice been adopted to avoid or prohibit the use of high energy- consuming outdoor advertising (such as LED billboards)?

(4) Are employees instructed to shut down personal computers at the end of each work period?

Are computers set to turn off monitor, hard drive, or go on standby after 30 minutes or less of inactive network/system controls used to minimize energy use in idle work stations?

(5) Are supplies and cleaning products chosen based on goal of minimizing harmful or hazardous contents? _____

(6) Is preference given whenever practicable to local suppliers and products locally or regionally?

(7) What percentage of Vendor's full-time employees identify as:

- a. White _____%
- b. Black or African-American _____%
- c. Hispanic _____%
- d. Asian _____%
- e. Other _____%

(8) What percentage of Vendor's full-time employees identify as:

- a. Male _____%
- b. Female _____%

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EXHIBITS

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1. GENERAL INVITATION

1.1. Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Office of Emergency Management and Communications ("OEMC"), is pleased to invite the submission of proposals for the provision and implementation of a Computer Aided Dispatch ("CAD") and Mobile Data System ("MDS") solution. The Contractor must deliver a comprehensive solution that enables the City to provide efficient and effective 9-1-1 emergency services. The implementation will require integration with other key existing 9-1-1 Operations systems, business analysis and software configuration to facilitate 9-1-1 Operations, mobile hardware procurement and deployment, and on-going maintenance and support services.

Companies with proven CAD/MDS software, demonstrated experience deploying that software in large, complex 9-1-1 environments, and experience maintaining and supporting enterprise systems are invited to respond to this Request for Proposals. The objective for the Contractor is to provide all software, hardware and services in accordance with Exhibit 1: Scope of Services.

It is the objective of the City to ensure that the implemented CAD system will allow the City to be in compliance with the Emergency Telephone System Act (50 ILCS 750/).

1.2. Internet Access to this RFP

All materials related to the RFP will be available at www.cityofchicago.org/bids. At this site, Respondents may download:

- A. The RFP in PDF Format,
- B. Clarifying Questions Template
- C. Exhibit 2: CAD Functional and Technical Requirements,
- D. Exhibit 3: Mobile Data System Functional Requirements,
- E. Exhibit 4: Interface Functional Requirements in Microsoft Excel Format,
- F. Exhibit 5: Operational Scenarios and Interrogatories in PDF Format,
- G. Exhibit 6: Cost Proposal Forms in Microsoft Excel Format,
- H. A list of Pre-Proposal Conference Attendees, and
- I. Any future addenda from the City's DPS website.

Paper copies will not be provided. This is a technology RFP and the City expects Respondents to have full access to technology. The City also intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide paper copies of this RFP, clarifications and/or addenda.

After downloading the RFP, the Respondent must contact the Bid & Bond Room by emailing the Respondent's electronic business card or contact information to bidandbond@cityofchicago.org referencing Specification No.280950. Submission of electronic contact information will enable Respondents to receive email notifications of any future clarifications and/or addenda related to this RFP.

The City accepts no responsibility for the timely delivery of materials or for alerting the Respondent on posting to the DPS website information related to this RFP.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a 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 a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

2. DEFINITIONS

“Agreement” means the City of Chicago’s Professional Services 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, as attached in this RFP in Exhibit 13.

Chief Procurement Officer (“CPO”) means the Chief Procurement Officer for the City of Chicago, Department of Procurement Services (“DPS”)

“CIO” means the Chief Information Officer for the City of Chicago, Department of Innovation and Technology.

“Executive Director” or “ED” means the Executive Director for the City of Chicago Office of Emergency Management and Communications.

“Contractor” means the entity awarded a contract pursuant to the City’s RFP process, and includes the Contractor’s subcontractors.

“Department” means the City of Chicago Office of Emergency Management and Communications

“DoIT” means the City of Chicago Department of Innovation and Technology

“Proposals” means the documents submitted in response to this RFP.

“Respondent” means the individuals or business entities submitting a proposal in response to this RFP.

3. DESCRIPTION OF BUSINESS NEEDS

3.1. Background

The City of Chicago is the third largest city in the U.S., located in Cook County, Illinois, with approximately 2.7 million residents. Chicago is a municipal corporation with 37 operating departments and approximately 32,000 employees. A mayor and 50-person City Council, each serving four-year terms, govern the City and work to provide residents, businesses and visitors quality municipal services.

As with many large municipalities, Chicago currently faces an unprecedented budget crisis and is determined to standardize, rationalize and optimize purchasing practices to address budget constraints. As a result, Chicago looks for Contractors that can proactively collaborate with the Office of Emergency Management and Communications to meet its technology goals and stated business objectives, while providing best-in-class service delivery.

The Office of Emergency Management and Communications (OEMC) is the City's lead agency for managing large, complex events and emergency situations. OEMC coordinates local, state, federal and non-government organizations, operates communications systems, and provides technological services to support the City of Chicago. OEMC operates the 9-1-1 public safety call center and the 3-1-1 call center for City services, coordinates traffic management, manages major incidents, monitors the City's surveillance cameras and biological, chemical and radiological sensors, and provides primary planning and direction for emergency and non-emergency events in support of other City departments.

The 9-1-1 Operations Unit of OEMC serves as the City's public safety answering point (PSAP) for fire, EMS and law enforcement incidents within the City. OEMC is a consolidated 24/7/365 operation that functions in a split operational model; communications staff are assigned to either police operations or fire operations. The OEMC provides and maintains a number of IT systems to support the emergency 9-1-1 dispatch operation, including CAD and the associated mapping, camera media, and mobile data communications systems. These systems are used in the processing, dispatch and tracking of all emergency calls received by OEMC. These systems are the primary tool used by OEMC call takers, dispatchers and supervisors; they are also used by emergency responders in the Chicago Police and Fire Departments, and by management of OEMC, police, and fire resources.

Computer Aided Dispatch (CAD) is a critical system that assists call takers and dispatchers in processing, prioritizing, dispatching and controlling calls for service for emergency response agencies.

The City originally purchased their existing CAD system in April, 1993 and went 'live' in September, 1995. The system was originally developed and purchased as a PRC Public Sector, Inc. system, which eventually was sold, and is currently doing business as Northrop Grumman Information Technology, based out of McLean, Virginia. The current Northrop Grumman CAD system software in use at OEMC is multi-discipline; the City uses the police (PCAD) and fire (FCAD) modules. Though very similar, PCAD and FCAD operate as separate CAD systems with limited interfacing to allow queries and cross referencing across databases. The CAD software version in use is Altaris Gold 2.0 with customizations to provide some updated functionality.

The City is looking to replace this system with one, unified CAD system. In addition to consolidating police and fire dispatch into one system, the City would like to include the communications centers at O'Hare and Midway Airports into the unified CAD as well. The City has a strong preference for a commercial-off-the-shelf product with little customization. The City is looking for a turnkey solution including software, implementation services, mobile hardware and deployment services, and long-term CAD software maintenance.

The chart below depicts the organizational hierarchy and staffing levels of the various communication centers impacted by this implementation.

3.2. 9-1-1 Operations Center Overview

The 9-1-1 Center currently operates in a call taker and dispatcher operational model for both fire and police; each discipline has staff dedicated to either call taking or dispatching responsibilities. Incoming emergency 9-1-1 calls are answered by a Police call taker and then processed from that position. If it is a fire or EMS emergency the call is transferred to a fire call

taker. Dedicated dispatchers then assign field units to the calls for service and are responsible for all tasks associated to that event. The OEMC 9-1-1 Center dispatches all Police, Fire, and EMS resources within the City, with the exception of units assigned to the Chicago Department of Aviation's (CDA) O'Hare International Airport (O'Hare) and Midway International Airport (Midway). For more detail on airport operations, see [Section 3.2.3 O'Hare and Midway Airports](#) below.

The 9-1-1 Operations Unit has an authorized complement of 491 personnel, with 481 assigned as police and fire communications officers or communications officer supervisors. These personnel work eight hour shifts. The Police Communications Officers work three shifts per day, daylight is 06:00 to 14:00, evening is 14:00 to 22:00 and nights are 22:00 to 06:00. The Fire Communications Officers also work three shifts per day, daylight is 07:00 to 15:00, evening is 15:00 to 23:00 and nights are 23:00 to 07:00. There are no power shifts.

The 9-1-1 Center has averaged 4,793,472 calls via 9-1-1 and 99,860 non-emergency calls per year over the last 3 years. The average number of police events was 2,191,329 per year in the same period. There were an average 89,954 fire events and 315,378 EMS events per year during that same period. The recorded event volume (from CAD system statistics) for the previous three years is shown below:

Year	2014	2015	2016	Average
Police	2,249,803	2,201,106	2,123,077	2,191,329
Fire	89,413	88,820	91,630	89,954
EMS	299,434	315,791	330,908	315,378
Total	2,638,650	2,605,717	2,545,615	2,596,661

Table 1: Historical CAD Event Volume

There are 136 call taker/dispatcher seats located on the 9-1-1 Operations Center Floor. All call taker positions have been equipped with the critical technology necessary to receive and process incoming 9-1-1 calls; including telephone answering equipment, computer aided dispatch (CAD) and mapping. All dispatch positions at the OEMC are equipped with non-emergency telephone equipment, CAD, mapping and radio dispatch consoles.

In addition, there are five administrative desks equipped with CAD, mapping, and radios.

The OEMC maintains a backup facility in the 311 City Services Building located at 2111 West Lexington Street, which is just over a mile from the OEMC. There are 88 positions at the backup center.

Table 2 provides a breakdown of the number of positions and seats at the 9-1-1 Operations Center and the Back-up Center.

End User	Seats	Equipment
Police Call-Takers	42	9-1-1 answering equipment computer aided dispatch (CAD) and mapping
Police Dispatchers	40	9-1-1 answering equipment computer aided dispatch (CAD) and mapping

		radio dispatch consoles
Police Supervisors	4	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
City-Wide Desks	7	9-1-1 answering equipment non-emergency telephony computer aided dispatch (CAD) and mapping radio dispatch consoles
Fire Call-Takers	12	9-1-1 answering equipment computer aided dispatch (CAD) and mapping
Fire Dispatchers	15	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
Fire Supervisors	2	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
Police/Fire Administrative	5	Non-emergency answering equipment computer aided dispatch (CAD) and mapping
Training Room 1	12	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
Training Room 2	12	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
Back-up Center	25	9-1-1 answering equipment computer aided dispatch (CAD) and mapping radio dispatch consoles
Back-up Center	63	9-1-1 answering equipment computer aided dispatch (CAD) and mapping

Table 2: 9-1-1 Operations Floor (and Back-Up Center) Seats and Equipment

The 9-1-1 answering equipment is Airbus DS VESTA 911 with automated call distributor (ACD) capabilities. The VESTA equipment, installed in 2012, is routinely updated by AT&T, the support and maintenance Contractor. The answering positions are used to answer all incoming calls -- both 9-1-1 and ten-digit administrative, place outgoing calls, maintain speed dials, and place one-button transfer calls. The equipment is capable of receiving Enhanced 911 (E911) call data. An interface to the CAD system transfers the location of wireline calls, Phase I wireless tower locations, and Phase II wireless caller locations to the CAD call taker screen and the map. For wireless Phase II calls, the CAD system converts the caller's location to the closest available street segment providing the call takers with a range of addresses and the street name. The VESTA answering positions provide instant recall recording (IRR) for all phone calls.

Radios are Harris Maestro radio dispatch consoles and provide IRR for radio traffic.

3.2.1 Police CAD

3.2.1.1 Call Takers

Police call takers receive all incoming 9-1-1 calls. Police call takers transfer fire related calls to a fire call taker if the event requires fire or EMS resources, as such, the fire operation would be considered a secondary PSAP. The Police call taker will enter an event in PCAD and stay on the line with them in case a Police response is necessary. The two events are linked by the CAD system using a unique number that is provided by the VESTA 911 answering equipment.

There are a number of scripted questions and pre-arrival instructions built into the CAD system for various types of law enforcement events. A script is added based on directives issued by Chicago Police Department (CPD) for questioning callers; an example would be questions asked to determine if an event meets the requirements for a Crisis Intervention Team response. There is a CAD interface to the City's camera network, as well as affiliated video systems. If an event is entered and a camera is within 150' of the location, the closest cameras will pop-up and display for the call taker. A maximum of four cameras will display; the call taker has the ability to select and control those cameras via the interface.

Normal staffing levels for police call taking are included in Table 3. Maximum staffing levels equal the number of seats available.

Shift	Normal Staffing Levels
06:00-14:00	27
14:00-22:00	36
22:00-06:00	27

Table 3: Police Call Taker Normal Staffing Levels

3.2.1.2 Dispatchers

The police dispatch positions for the City are configured into thirteen police zones with either one or two districts assigned to each. Each district encompasses a number of police beats and at least one unit is assigned to patrol each of those beats. District and beat boundaries rarely change. On an as needed basis, the CPD will set up "missions" with dedicated unit coverage.

On a more ad hoc basis and depending upon crime patterns, each Police District is required to submit district plans that identify and prioritize chronic crime and civil disorder problem areas. These geographical areas vary in size and could be, but are not limited to, a single street, group of streets, an intersection, a city block or multiple city blocks. These are termed missions. In reality, a mission could be viewed as a "mini" beat that a unit is assigned to. The strategy to deter crime in these areas is to assign specific units to patrol the identified geographic zone and those assignments are then referred to as a mission within that District. Other geographic areas denotations that are relevant to dispatch and response and change more frequently include: safe passage routes to and from schools and gang loitering hotspots.

Officers are scheduled to come on duty at various times of the day. The shift rosters include officer name, District, beat, assigned unit number, and several other attributes. District personnel are expected to enter the roster information into the CAD system.

Two dispatchers are assigned to each zone per shift -- a primary dispatcher and a secondary dispatcher who sit adjacent to each other. The primary dispatcher conducts the majority of the radio dispatch assignments and management of police units. The secondary dispatcher acts in a support role by placing phone calls, making notifications, assisting with status changes and conducting query requests. Each position is equipped with the same technology.

The following table depicts the primary police dispatch zones.

Zones	District
Zone 1	16, 17
Zone 2	19
Zone 3	12, 14
Zone 4	1, 18
Zone 5	2
Zone 6	7, 8
Zone 7	3
Zone 8	4, 6
Zone 9	5, 22
Zone 10	10, 11
Zone 11	20, 24
Zone 12	15, 25
Zone 13	9

Table 4: Police Dispatch Zones

CAD is capable of providing police unit recommendations, but the dispatchers indicated they rarely use this capability as the dispatch rules vary, in practice, by District. In addition, there is a functioning interface between CAD and the CPD Hot Desk/LEADS/NCIC/SOS to run queries and return results. These links must be preserved.

There are normally 44 dispatchers on duty at a given time.

3.2.1.3 Police Supervisors

There are two supervisor positions within the communications center for police dispatch. The supervisors' primary responsibility is front line supervision of the on-duty police call takers and dispatchers. One of the supervisor positions is located near the call taker positions and the second supervisor position is located closer to the dispatch positions.

The supervisors are responsible for monitoring incoming phone call volume and monitor the alarms associated with the telephone reader boards. The reader board alarm will sound when incoming 9-1-1 emergency calls are in queue and begin to stack.

Each of the Police console positions in OEMC contains a pole-mounted status light; red requests a supervisor, yellow requests a messenger, white indicates that the backup radio is in use, and the green light is currently not used.

3.2.1.4 Police Administrative

The primary responsibility of the police administrative (“admin”) positions is to answer incoming phone calls from outside the city and internal administrative phone calls. Their duties include, but are not limited to:

- Answer calls and requests transferred from other jurisdictions/dispatch centers,
- Answer and process phone calls from commercial alarm agencies,
- Enter lost or stolen plate or stolen vehicle reports in CAD,
- Provide records division (RD) numbers to various CPD staff including detectives, and
- Transfer phone calls from street officers to their appropriate zone dispatcher.

The police admin operators use the CAD system to input events and then transfer those events to a dispatcher; if no dispatch is needed, they will enter the event and then file it as closed call.

There are four administrative positions staffed on each shift.

3.2.1.5 City-Wide

There are a number of different city-wide dispatch positions in the 9-1-1 Operations Unit and each has their own assigned tasks.

City-wide 1	Handles major auto accidents. Dispatches K9 officers, public housing, CTA officers, detectives, gang/narcotics, marine units and organized crime. ISP patch.
City-wide 2	Works with evidence technicians, detectives, deputies, vice and monitors the trunked radio channels.
City-wide 3	Completes LEADS entries for stolen and recovered cars. Completes missing vehicles and R-service.
City-wide 4	Works with saturation teams in the CPD running plates and names often and monitors the trunked radio channels
City-wide 5	Oversees emergency or special events, subway units. Acts as backup to City-wide 1 and City-wide 3.
City-wide 6	Oversees emergency or special events.
City-wide 7	Provides notifications for news worthy events. Certain high-profile event types are sent to City-wide 7 and they notify appropriate personnel including District Commander, Operations Managers, Deputy Director, Executive Director, Detectives, and Operations Command, etc. (There is another City-wide 7 desk in the Operations Center.)

The City-wide desks are staffed by dispatchers. Desks 5 and 6 are only staffed if there is an emergency or large special event.

Each of the City-wide positions have CAD, 9-1-1 answering equipment, administrative phones, and radio consoles.

3.2.1.6 Training Room

There are two, twelve-position training areas. Twenty-two positions are equipped with Police CAD and two are equipped with Fire CAD. All of the training positions have all the critical technology such as mapping, 9-1-1 answering equipment and radio dispatch consoles and all have live and training instances.

3.2.1.7 Ancillary PCAD Users

There are a number of other City operations that utilize the PCAD system that are not part of 9-1-1 Operations. These user groups include:

- Crime Prevention and Information Center
- Alternate Response Section
- CAD Users in Police Districts and Headquarters
- Operations Center
- Traffic Management Authority
- O'Hare and Midway Airports

At present, these user groups utilize a full-fledged, CAD client, but an administrative or web CAD client may be better suited to their needs.

Crime Prevention and Information Center (CPIC)

The CPD operates the Crime Prevention and Information Center (CPIC), which is located in the Public Safety Headquarters building at 3510 South Michigan Avenue. The CPIC operates as a fusion center between multiple agencies and provides resources, expertise, and information with the goal of maximizing the City's ability to detect, prevent, investigate, and respond to criminal, gang, and terrorist activity.

CPIC uses the Northrop Grumman CAD to view events being reported/dispatched and then disseminate information for appropriate actions or follow up. CPIC also monitors the numerous City camera feeds to provide information to field and investigative personnel.

CPIC has the ability to send and receive messages with other CAD clients and the mobile users. In addition they have the ability to receive media (pictures, video clips) from wireless callers and, if appropriate, can attach that media to a CAD event. CPIC then decides whether or not to send that information to the officers in the field based on its content and relevance to the event. This functionality is only available to mobile users equipped with Windows 7 field laptops. The CPIC has twelve CAD stations available, but generally utilize four or less concurrently. Though full dispatching capabilities are available to CPIC personnel, they rarely dispatch units directly and focus on providing additional critical information to already responding units.

Alternate Response Section (ARS)

The CPD operates an Alternate Response Section (ARS) located within the 3-1-1 Call Center at 2111 West Lexington Street, which operates 24/7/365. This section is staffed by both 9-1-1 trained call takers and sworn police officers on light duty who are assigned to take police reports over the telephone.

The public is requested to call the City's non-emergency 3-1-1 Call Center when they want to file a non-emergency police report. 3-1-1 call takers will transfer the calls to the ARS officers. If an individual dials 9-1-1 and the event fits the criteria for an ARS response, then the caller is transferred to ARS (the associated event in the 9-1-1 center is closed). The criterion for an ARS event is a crime where the victim is "safe, secure, and not in need of medical attention" and the offender is "not on the scene and not expected to return immediately."

If incoming call volume or other circumstances dictate, the call takers and officers at ARS log into the VESTA system and assist the OEMC with call taking duties. When that occurs, the

incoming events are entered into CAD and then transferred to the OEMC as a pending event in CAD for the appropriate zone dispatcher.

The critical technology installed at the ARS is Northrop Grumman CAD/mapping, Airbus DS VESTA 911 answering equipment and an administrative computer used primarily for access to the Chicago Police Department's Automated Incident Reporting Application (AIRA). The administrative computer also provides officers with other CPD applications such as the Citizen and Law Enforcement Analysis and Reporting (CLEAR) applications which gives them access to other tools such as Hot Desk for on-line record queries.

The officers use CAD to initially enter the event, apply the appropriate uniform crime reporting (UCR) disposition code, generate an RD number, and then close the event. The officer then opens AIRA and enters the information in the police records management system. If, for any reason, the officer determines there is a need for a police response to the scene, the CAD event can be transferred to the pending calls queue for the appropriate zone dispatcher at the OEMC. There are 48 positions in the ARS center and typical staffing is 22-27 officers per shift.

The OEMC 9-1-1 Operations Backup Communications Facility (BCF) is located in the ARS room. The BCF is the primary back-up center for the OEMC. They operate on the same Airbus DS VESTA 911 answering system and all positions have the ability to log into the incoming 911/emergency call queue. A number of officers have been trained to quickly configure the ARS positions into primary call taking/dispatch mode should the OEMC need to relocate and operate the back-up center. The back-up capabilities are tested on a monthly basis, including the movement of OEMC staff to the back-up center.

CAD Users in Districts and Headquarters

Certain staff at police headquarters and in 22 districts have access to administrative CAD positions. There are approximately three CAD equipped workstations per District. These workstations are used by the supervisors and management to monitor active events, pending events and available units. CAD is also used to research prior unit, location and event history.

The Police Districts enter the shift roster in CAD prior to each shift.

Operations Center (OC)

The Operations Center is on the same floor as the communications center and is staffed 24/7/365 by personnel from fire, police and emergency management. The primary mission of the OC is to maintain situational awareness and to be able to give an overall operating picture of public safety resources to City management and leadership at any time

The OC utilizes surveillance monitoring equipment including a large video display wall, police and fire CAD software and various other technology to monitor both new and ongoing events throughout the City. Dispatchers are detailed to the OC and use the CAD system to monitor the locations of incoming events, watch for specific event types and search event narrative for information that may need additional attention or monitoring. There are fifteen positions installed in the OC equipped with both FCAD and PCAD.

The OC uses the CAD interface to access the video cameras and personnel have the ability to log directly into the Genetec Security Center video surveillance system. The center uses Stream Alert to make notifications to various city personnel via phone, cell phone, email, fax or any combination of these devices. In addition, a minimum of two police officers are assigned to

the OC and their primary responsibility is to monitor video cameras. When a critical event is entered in CAD, they receive a pop-up window displaying all cameras within 600’.

Traffic Management Authority (TMA)

The Traffic Management Authority (TMA) provides city-wide traffic management and traffic control functions. The TMA and the Traffic Control Aides (TCAs) work to ensure the safe and effective movement of traffic during special events, unplanned incidents and normal operations in high-traffic areas of the City. City-wide 7 is located in the Operations Center, the Traffic Management Authority has one CAD and radio equipped dispatch position used scheduling and assigning Traffic Control Aides.

3.2.2 Fire CAD

Both the fire call takers and dispatchers at the OEMC use the FCAD module of the Northrop Grumman CAD system.

3.2.2.1 Call Takers

Fire Operations is a secondary PSAP. All calls for service that require a fire or medical response are transferred to a fire call taker. The fire call takers interrogate the caller for location, phone number, and chief complaint and enter that information into the CAD system. The event is then sent to the appropriate fire dispatcher who reviews the CAD unit recommendations, selects the appropriate units and then dispatches those units.

If the event is medical in nature, the fire call taker can access a list of pre-configured questions based on the medical complaint to determine the appropriate EMS response. The system also provides pre-arrival medical instructions that can be provided to the caller to help the patient prior to the arrival of an ambulance or first responders. The pre-arrival questions and instructions are based on a program that has been developed with a local hospital and is entered in CAD by system maintenance personnel; the process is specific to the Chicago Emergency Medical Dispatch (EMD) system and has been integrated in the CAD system.

The fire call takers also have the CAD interface to the City’s camera network that displays any cameras within 150’ of the location of the event. All fire call takers are EMD and EMT-B trained.

Shift	Normal Staffing Levels
07:00-15:00	7
15:00-23:00	7
23:00-07:00	6

Table 5: Fire Call Taker Staffing Levels

3.2.2.2 Dispatchers

The fire dispatch positions for the City are configured with two dispatch zones: Main and Englewood. Main covers the City north of the South Branch of the Chicago River and Englewood covers the City south of the South Branch of the Chicago River. The two EMS frequencies are mirrored in both name and boundaries. There are three dispatchers on duty per shift in each zone: EMS Dispatcher, Resource Dispatcher, and Fire Operations. The normal staffing levels are the same as call takers.

New fire events display in the fire dispatchers' pending event window. The Resource Dispatcher retrieves the event, reviews the details of the event and then decides which units will respond to the event based on those recommendations. The dispatcher sees two types of recommendations, those based on a static box alarm system and those recommendations based on current AVL locations. The Fire Operations Dispatchers track all unit's current status, whether they are dispatched on an event or if they are out of the fire station for any other reason.

New EMS events display in the EMS dispatcher's pending event window. The EMS dispatcher retrieves the event, reviews the details and then decides which units should be dispatched. As with the fire recommendations, the EMS dispatchers see both static box alarm recommendations along with AVL based recommendations. All ambulances are ALS units staffed with a paramedic. If the event is an ALS+ type event, then a fire first responder is dispatched along with the ambulance. If the event is ALS and the nearest ambulance is more than sixteen blocks from the event, then the CAD system also recommends a fire department first responder unit.

After the fire dispatcher uses the CAD system to determine which unit(s) to assign, the dispatcher "commits" the dispatch with a keystroke or mouse click. The CAD system sends a message with the specifics of the event (assigned units, event type, location, etc.) to the alarm terminal at each fire station due on the call. The alarm terminal sends a message to the locution server, which performs the following:

- Assembles a spoken-word dispatch message using word "bits" stored in a pre-recorded audio database,
- Activates the PA system in the fire station
- Speaks the event dispatch in a clear, accent-neutral voice over the station PA system

Left/right side of stereo audio is used to control external/internal speakers; one channel is for outside speakers, and the other channel is for inside speakers. In addition to the voice dispatch, the alarm terminal displays the CAD event information, including location, event type, etc., on a touch screen display. There are status buttons for each unit that is housed in that station at that time. When the fire station personnel understand the location and type of event, they use the touch screen to acknowledge their response. This information is sent back to the fire dispatcher so they know personnel are gearing up to respond to the event. Function keys can be used to display the box card, location information and location history for the dispatched location. Another function key displays event summary data for active fire events that are in the on-scene status.

Administrative messaging through the alarm workstation provides notifications to the fire stations for inactive hydrants and street closures within their first due area. There is no other access to CAD within fire stations other than the alarm workstation.

Chicago's fire station notification tool is Automated Voice Alerting by Locution Systems. It was installed at the time the OEMC's CAD system was installed and has been integrated into a Fire CAD Joker Stand alarm terminal that incorporates CAD and fire station alerting functions in a touch screen fire alarm workstation. One workstation is installed in each fire station. The fire station alerting interface provides:

- Automated dispatch announcement over the station's public address system
- Units due
- Event priority
- Event type
- Time/date
- Location, floor
- Cross streets
- Limited patient information
- Ability to acknowledge the event
- Rip-and-run print-out

There is a CAD interface to a fully redundant King-Fisher fire box alarm monitoring system that monitors over 1,900 alarm box locations within the City. When a fire box is activated and received at OEMC the interface automatically generates a pending CAD event for the fire dispatchers. The fire box pull stations are located at schools, day care centers, hospitals and government buildings. The alarm receiver equipment is located at OEMC.

3.2.2.3 Fire Supervisors

There are two fire supervisor positions within the communications center. The supervisor's primary responsibility is front line supervision of the on-duty fire call takers and dispatchers. The supervisors are responsible for monitoring incoming call volume and the alarms associated with the telephone reader boards. The reader board alarm will sound when incoming fire calls are in queue and start to stack.

The supervisors are responsible for continuously monitoring all pending and active events. They are responsible for ensuring there is sufficient apparatus coverage throughout the city. In the past, the large electronic status board was used to accomplish this. Now, with the assistance of the dispatchers, a smaller magnetic unit status board is used to show current unit status resource utilization at each station.

Each of the Fire console positions in the OEMC has pole-mounted status lights; the red light indicates that a dispatcher is transmitting on the radio, the green light indicates an active phone call and the orange light can be manually activated if an employee needs a supervisor.

3.2.2.4 Fire Administrative

The primary responsibility of the fire administrative ("admin") positions is to answer incoming phone calls from outside the city and fire or EMS related administrative phone calls. This includes, but is not limited to, transferred calls and requests from other jurisdictions/dispatch centers; answer and process phone calls from outside alarm agencies and fire stations, battalion chiefs, and other phone and paperwork, such as:

- Fire apparatus accidents
- Firefighter injuries
- Notifications to fire administrative staff
- Units going out of service for mechanical reasons
- Units going out of service for fuel

Certain event types are sent by call takers to the admin desk concurrently with the dispatchers. These event types require outside, and specific notifications. Depending on the event type and location, the admin desk generates an automatic page to pre-configured parties internal to the

City and sends it through PageGate. In addition, they have a call list for outside agencies that need to be notified such as ComEd, Peoples Gas, etc.

The fire admin use the CAD system to input events and then transfer those events to a dispatcher, or if no dispatch is needed, to enter the event and then file it as closed call.

3.2.2.5 CAD Users at Stations and HQ

Management and administrative staff at Chicago Fire Department (CFD) headquarters have access to administrative CAD positions installed in their offices. These workstations are used by management to monitor active events, pending events and available units. CAD at these locations is also used to research prior unit location and events.

3.2.3 O'Hare and Midway Airports

OEMC personnel operate "Emergency Control Centers" at both O'Hare International Airport (O'Hare) and Midway International Airport (Midway). The primary purpose of these centers is to support general airport operations and provide emergency responses for both airport locations. The center at O'Hare is referred to as the O'Hare Communications Center (OCC) and the control center at Midway is referred to as the Midway Communications Center (MCC). Below are the communications positions located at each airport.



Figure 1: Aviation Communications Operations Organizational Chart

The OCC dispatches Chicago Police's beat 1651 (the Aviation Unit) and Department of Aviation Security. They also dispatch the Chicago Fire Department resources that operate out of four fire stations on airport property. The MCC dispatches one Police unit and resources from the Midway Fire Station. There are seven seats installed in the O'Hare dispatch center. All 9-1-1 calls originating from the airport are routed to the primary PSAP, Chicago Police at the OEMC. If the event is located on airport property then the caller is transferred to the OCC or the MCC. Most of the airport calls originate from a ten-digit number or from security phones or alarm boxes.

Both airports use shared technology and are using an Airbus DC Sentinel 911 ES1000 answering equipment (Version 5.07); however, airport officials are considering replacing this system in the near future. The airports are using a shared Intergraph CAD system (Version

9.2). They use a third party system integrator, SDI (System Development Integration, LLC), to integrate and maintain the CAD system, camera and access control systems. There are interfaces between the Intergraph CAD and the O'Hare's Honeywell access control, badging system and fire alarm system. O'Hare is using Motorola Gold Elite radio dispatch consoles.

The OCC makes event entries into the Northrop Grumman CAD for statistical purposes only. When an event is received at the OCC, they first enter the event in the Intergraph CAD and then perform a duplicate entry in the Northrop Grumman CAD. O'Hare also uses the Northrop Grumman CAD to generate records division (RD) numbers for Chicago Police units they dispatch. Although an event is generated in the Northrop Grumman CAD, the majority of status changes, notes and narrative are updated and managed only in the Intergraph CAD system. The airport does not have a mobile data system.

The OCC and OEMC share resources when needed; the majority of the time those resources are ambulances. The City plans to consolidate all dispatch operations, inclusive of the airports into one CAD system.

3.2.4 Mapping/Geographic Information System

The system enables users to zoom in and out and pan using mouse operation. There is an in-place identity feature that displays information such as district, beat, area, and zone about a location. There is also an address find feature that centers the map on a location entered. The operator can locate units with operational GPS devices and track the unit as it moves.

There is an interface to unit AVL and current unit locations are displayed on the CAD mapping. The OEMC call takers have the CAD interface to the City's camera feeds that displays any cameras within 150' of the location of the event on the CAD map. The Operations Center also has a camera interface but their system displays any cameras within 600' of the location of the event.

The CAD map differentiates building type by various colored footprints. The CAD mapping displays the location of wireline calls, Phase I wireless tower locations, and Phase II wireless caller locations. For wireless Phase II calls, the CAD system converts the caller's location to the closest available street segment providing the call takers with a range of addresses and the street name.

Current layers available in CAD mapping include:

O'Hare Airport gates	Fire Battalion Chief districts	Parks
Airport runway markers	Fire ComVan districts	Points of Interest
Airport runways & greenspace	Fire districts	Police Areas
Alarm boxes	Fire EMS districts	Police Beats
Ambulance districts	Fire Engine districts	Police Districts
Bike routes	Fire houses	Police Radio Zones
Camera	Fire hydrants	Police Stations
Cemeteries	Fire Squad districts	Rail Segments
Chicago Marathon	Fire Tower/Ladder districts	Railroad

Cities and suburbs	Fire Trauma districts	Safe Passage School Buffers
City boundary	Fire Truck districts	Safe Passage School Routes
College campuses	Gas mains	Schools
Cook County streets	Gas valves	Snow districts
CTA lines	Gay Pride Parade	Streets
CTA stations	Grant Park Marathon grid	Streets for full extent
Curb lines	Hydrography	Top terrorist targets
Daycare centers	Image of City – ortho	Viaducts
Exit numbers	Jails	Water mains
Expressway mile markers	Parks and path poles	

Location validation within the current CAD system utilizes a table-based geo-file for address verification. The table is currently populated utilizing GIS mapping data provided by the OEMC GIS department.

The GIS team maintains gang loitering hot spots which are line features that change approximately twice per year. They also maintain gang high conflict areas which are polygons that are exported to CAD via XML; these areas are updated on a weekly basis. This data provides call takers with the DOC/HOT button functionality and displays the same data field for the dispatchers.

3.2.5 Mobile/Remote CAD

The City of Chicago emergency responders, Police, Fire and EMS, are equipped with in-vehicle computers and have wireless connectivity using a combination of private and commercial wireless networks with coverage available throughout most of the city. By the time of implementation for this project, all vehicles are expected to connect through 3G or 4G commercial networks.

All emergency responder disciplines use CAD Mobile Client developed by Northrop Grumman from the Altaris Gold CAD software utilized in the OEMC; therefore, it has much the same look, feel, and user interface with use of command line interface (CLI) serving as the primary means to execute commands and achieve desired functionality. In addition to the CAD Mobile, the various emergency responder disciplines utilize other applications on the in-vehicle computers. The CPD primarily uses the Chicago Police Department's Citizen and Law Enforcement Analysis and Reporting (CLEAR), Caboodle Mapping, and Automated Incident Reporting Application (AIRA) tools, while the Fire Department's EMS personnel use the Open Systems SafetyPAD electronic Patient Care Reporting (ePCR) software.

The CAD Mobile allows field users to receive 'silent dispatch,' which is the ability to pull up and view an existing CAD event and attached information. The mobile application also allows users to view the narrative of events, display caution notes, cross streets, make status changes and provides mobile messaging to other CAD users. There is no mobile mapping, AVL or routing applications in the CAD Mobile; however, Caboodle, hosted within the CLEAR application suite,

does provide limited mapping capabilities. Field users typically utilize Caboodle Mobile for general map and street information as well as viewing locations of calls for service and shootings, gang related boundaries, parks, schools, and other points of interest. Caboodle possesses additional functionality, and hundreds of layers of varied map information, but it is not designed to be used as a mobile mapping and routing replacement.

The CAD Mobile user interface primarily consists of three independent windows:

- The dashboard shows status and includes a command line and a set of function buttons.
- The second window is referred to as the “full window.” It runs in the background to hide the Windows® desktop.
- The third window is used to display forms for data entry and for data retrieval. This window is referred to as the Work Environment (WE) window.

Also on the Police mobile, a toolbar controls the activation of AIRA, CLEAR, and CAD. Both AIRA and CLEAR are browser-based; Internet Explorer versions 7, 9 and 10 are supported. Upon activation, a browser window opens in the foreground and moves to the background when not in use.

CLEAR serves as the primary means by which officers in the field access LEADS/NCIC “Hot Desk” and other databases. Figure 2 provides a screenshot of the CLEAR menu screen.

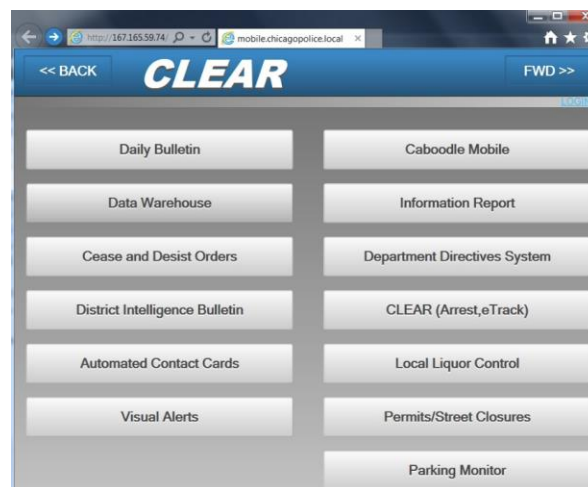


Figure 2: Police CLEAR Main Menu Screen

The results of CLEAR transactions cannot be appended to CAD events, except via copy/paste.

AIRA provides officers with a means to complete and submit reports. Mobile users must re-enter the data from the CAD incident into the AIRA application. Mobile users expressed the need to have the relevant CAD data transferred so that it can be reviewed and updated if necessary. This would provide both valuable time savings and a reduction in potential errors while having to manually transfer all relevant information.

Windows XP devices use a VPN; BlackBerry devices use 128-bit encryption; Android devices use 256-bit encryption; Windows 7 devices use a dedicated, city-only wireless tunnel provided by Verizon Wireless that serves as a VPN.

The police CAD Mobile is primarily used for updating status, person and vehicle queries and messaging, though very often, the units will radio the information into the dispatcher to run the queries. Personnel use the status buttons to change unit status based on circumstances.

More complex functions and queries of CAD information are available through the use of command line entries. Non-emergency and more complex status changes are accomplished using a data mask. Officers can also provide dispositions to events and request case numbers. Events to which the unit has been assigned are displayed via command with the location, event type, units responding, etc. For the most part, units radio the disposition and status to the dispatcher who will enter the codes into CAD.

The Police CAD Mobile has an emergency button that was changed from a dedicated physical key to a specific function key several years ago during a hardware change. The mobile application has a day/night mode, which operators believe is a critical feature.

Chicago Fire uses CAD Mobile application in both fire apparatus and ambulance vehicles. The latest software update occurred in 2010. The fire mobile is primarily used as a status update tool. Personnel use the status buttons to change the status of the unit based on circumstances (e.g., en-route, on-scene). Non-emergency/more complex status changes are accomplished using a data entry form. Fire events that the unit has been assigned to are displayed with the location, event type, units responding, etc., displayed.

3.2.6 Hardware/Software

3.2.6.1 9-1-1 Operations Hardware

The CAD software system on the 9-1-1 Operations Floor runs on a virtual environment. The automatic fail-over process requires no manual user intervention and it takes approximately 50 to 60 seconds to complete. There is no need to migrate back to the original environment when it is restored.

The current Dell server consists of a Dell PowerEdge M1000E with 16 half-height blades. The system supports remote management and has built-in network and SAN switch modules. The allocation of server hardware is:

- 8 node vSphere farm
- 4 nodes for non-virtualized applications
- 4 nodes for testing
- Availability to add 16 additional blades as needed

The hardware metrics for the Dell system will be:

Metric	Value
Storage Space	48 TB

CPU Power	268 cores
Memory	4096 GB

Table 6: CAD Server Specifications

The OEMC Operations Floor workstation operating system is Windows 7.0. The CAD system is on a closed network and there are two hot network connections at each position with automatic failover. Overall, the system is highly redundant and it has been reported that since 2012 there have been no unscheduled CAD network outages. A fully functional disaster recovery site has been installed at O'Hare international Airport.

CAD Mobile Hardware/Software

Mobile Laptops

The Police Department has recently deployed new ruggedized Panasonic CF-31 laptops in approximately 55% of its patrol fleet; the other 45% of the fleet is using older Panasonic CF-30 ruggedized laptops.

The Fire Department uses ruggedized Panasonic CF-30 laptops deployed in fire apparatus. EMS vehicles are also equipped with Panasonic CF-30 laptops as the mounted mobile data device, which are used primarily for dispatch messages and status changes, as well as a non-mounted CF-19 convertible notebook for EMS patient reporting. All departments are in the process of migrating laptop operating systems to Windows 7.

Mobile computer hardware (other than smartphones) is maintained by one of three OEMC repair shops, currently staffed by fourteen civilian city personnel. There is a secured system image for operating system and application software, developed and tested by the current CAD, as part of the CAD maintenance contract. Changes and updates can be transmitted to units over the mobile networks. Laptops are currently a mix of Windows 7 and Windows XP, with plans to migrate to Windows 7 within three to five years.

Smartphones and Tablets

The CAD Mobile has been adapted to run on BlackBerry devices, and there are approximately 200-300 units in use. The CAD Mobile has also been ported to run on Android platforms. Currently, it is operational on approximately 50 phones in a pilot test program in two districts.

Automated Vehicle Location (AVL)

Police use two devices for AVL: Trimble (AT&T 2G) and Grey Island (Verizon 3G/4G). Recently, a decision was made to move away from Grey Island and they are in the process of migrating all to Verizon. The CPD is also looking to replace Trimble devices in the near future but that procurement hasn't been completed.

Automatic Vehicle Location (AVL) devices installed in all fire vehicles are made by Qualcomm® Gobi™ and use the Verizon wireless network for transmitting data to CAD.

CFD has installed separate map and navigation devices (such as Garmin) in the ambulances for use in routing and mapping; these devices are not interfaced to any system and require separate entry of the location by the user. Currently a version of Caboodle Mapping is being built for the CFD mobile platform.

3.2.6.2 Network Infrastructure

Police units in the field utilize commercial networks as their wireless backbone to connect to the CAD system. There are some coverage issues in downtown high rise canyons and in parking structures.

The connectivity for the fire mobile data computers to the CAD server is via Motorola's proprietary Radio Data Link Access Procedure (RD-LAP) at 19.2 kbps (with effective throughput of 10 kbps or less). There is a Radio IP client application to help manage mobile application connectivity and provide a secure VPN connection to the CAD server.

The fire CAD Mobile connectivity is comprised of the following components:

- Radio IP client software
- An existing infrastructure of the Motorola Wireless Network Gateway/ Radio Network Controllers (WNG/RNC) and Radio IP
- A message handler and driver to communicate via the Motorola WNG/RNC thru Radio IP to the fire Mobile CAD client

3.2.6.3 Network Routers and Switches

The City has multiple remote users of CAD at various locations that connect to the CAD server in a typical distributed client/server model. In order to host these remote locations, the City operates its own CAD network with 250+ nodes connected to the production environment at OEMC. With the introduction of a Web CAD solution in a new system, the City believes that many of these remote users will no longer need a CAD client, but will access the needed data via a browser utilizing Web services.

Even though many current remote users will no longer operate in a client/server model with a new system, the City anticipates that several locations will require full CAD clients and dedicated connections to the OEMC servers. Presently, these locations include the City's emergency communications backup center, CPIC, Midway International Airport and O'Hare International Airport Communications Centers. A fully functional disaster recovery site is also installed at O'Hare.

4. Scope of Services

4.1. Description of Services

The services that the City seeks to acquire are described in detail in Exhibit 1 -- Scope of Services.

4.2. Contract Term

The initial base term of any contract awarded pursuant to this RFP solicitation will be ten (10) years. In addition, the City may elect to extend the contract for up to five (5) additional one (1) year extension options, to provide for ongoing services.

4.3. Partnering

This subsection is meant to help clarify questions regarding prime and subcontractor partnering. Firms may partner in various ways and submit and/or participate in multiple proposals to meet the requirements in this RFP. For example:

- A firm that is acting as prime contractor may submit multiple responses as a prime contractor utilizing different subcontractors and/or software solutions.
- A firm acting as a prime contractor on one Proposal may act as a subcontractor on another Proposal.
- A firm may be listed as a subcontractor on more than one Proposal.
- A single software product may be proposed on multiple Proposals.

The Proposal must clearly indicate the name of the prime contractor and all proposed subcontractors.

4.4. Separation of Services

The City reserves the right to contract software, hardware, and services separately or to cancel this solicitation at any time.

5. GENERAL INFORMATION AND GUIDELINES

5.1. Respondent Organization and Related Requirements

The Services contemplated are professional in nature. The Contractor, acting as an individual, partnership, corporation, or other legal entity, must be of professional status, licensed to perform in the State of Illinois, licensed for all applicable professional discipline(s) requiring licensing, and governed by professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will contain a provision requiring confidentiality on the part of the Contractor.

The Respondent must be financially solvent and each of its members if a joint venture and its employees, agents, and subcontractors of any tier must be competent to perform the Services required under this RFP document.

5.2. Communications Between the City of Chicago and Respondents

5.2.1 Submission of Questions or Request for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Lisa Clark, Contract Negotiator, lisa.clark@cityofchicago.org.

The first round of questions must be received no later than 4:00 p.m. Central Time, on August 10, 2017. The final round of questions must be received no later than 4:00 p.m. Central Time, on September 15, 2017.

All questions and requests for clarification must be submitted using the [Clarifying Questions Template](#) available at the DPS website www.cityofchicago.org/bids.

https://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html

The subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for the Computer Aided Dispatch Software, Hardware, and Implementation and Maintenance Services, Specification No. 280950.” No telephone calls will be accepted unless the questions are general in nature.

5.2.2 Non-Mandatory Pre-Proposal Conference and MBE/WBE Networking Session

The City will hold a Non-Mandatory Pre-Proposal Conference at Department of Procurement Services, 121 N. LaSalle Street, City Hall, Room 1103, Chicago, Illinois 60602 at 11:00a.m. Central Time on August 17, 2017. All parties interested in responding to this RFP are encouraged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Lisa Clark, Contract Negotiator prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

The City will only answer general questions at the Pre-Proposal Conference. Technical questions will not be addressed at the pre proposal but will be answered in a formal addendum. Respondents are still encouraged to send questions one week prior to the conference. Anything stated at the Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

5.3. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City’s Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. Central Time on November 2, 2017. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals.
3. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.
4. Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 103, City Hall

121 North LaSalle Street
Chicago, Illinois 60602

5. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determine if a Proposal was submitted by the date and time specified herein.

5.4. Procurement Timetable

The timetable for the RFP solicitation process is summarized below. Note that these are target dates and are subject to change at the discretion of the City.

Key Activity	Target Date
City Issues RFP	July 27, 2017
First Round Proposal Questions Due	August 10, 2017
Pre-Proposal Conference	August 17, 2017
Final Round of Questions Due	September 15, 2017
Proposals Due	November 2, 2017

Table 7: Procurement Timetable

5.5. RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials to prepare their Proposal in response to this RFP. Information for preparing a response to this RFP can be located on the City's website as follows: www.cityofchicago.org/Procurement

5.5.1 Solicitation Documents including:

- A. Request for Proposals and Exhibits
- B. Pre-Bid/Proposal Conference Attendees
- C. Addenda if any
- D. Clarifying Questions Template

5.5.2 Forms and information required to submit a Proposal in response to this RFP including:

- A. Clarifying Questions Template
- B. Company Profile Information (Exhibit 7)
- C. Company References/Client Profile Information (Exhibit 8)
- D. M/WBE Commitment Information (Exhibit 9)
 - City of Chicago Professional Services MBE & WBE Special Conditions
 - M/WBE Assist Agency List

- M/WBE Forms for Submittal
 - Schedule C-1 MBE/WBE Letter of Intent to Perform as a Sub, Supplier, Consultant
 - Schedule D-1 MBE/WBE Utilization, Non-Construction
 - MBE/WBE Waiver Form (if necessary)
 - Affidavit of Joint Venture (if necessary)
 - Search [MBE/WBE Directory Database](#)
- E. [Online City of Chicago Economic Disclosure Statement and Affidavit](#) (on this page you will find all required documents)
https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html
- Attachment A, Online EDS Acknowledgement

5.5.3 Technology Standards and Information

- A. [City Hardware and Software Standards](#)
https://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html
- B. [City GIS Technology, Platform and Environment](#)
<https://www.cityofchicago.org/city/en/depts/doi/provdrs/gis.html>
- C. [City Information Security Policy*](#)
https://www.cityofchicago.org/content/dam/city/depts/doi/supp_info/IS%20and%20IT%20Policies/CoC_IT_IS_Policy_Set_ver_RC_05.pdf
- D. [City Confidentiality and Acceptable Use Policy](#)
https://www.cityofchicago.org/content/dam/city/depts/doi/supp_info/ConfidentialityandAcceptableUsePolicyV50Accessible.pdf
- E. [Illinois Local Records Act](#)
<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=699&ChapterID=11>

* Exhibit 14 includes the City's new Information Security Policies that will be in effect prior to the proposal due date. The selected Respondent will be required to abide by the City's New Information Security Policies, the Data Protection Policy with Contractors, City Confidentiality and Use Policy, Illinois Local Records Act, and other City policies, and laws, rules and regulations that apply with respect to the nature of the various types of data transmitted to and stored by the selected Respondent's solution. If the technical requirements for this RFP conflict in any way with the technology policies above, the requirements dictated by the City policies will prevail.

NOTE: To prevent Internet Explorer compatibility issues with Word and Excel files, please right-click on these types of files (Clarifying Questions Template and MBE/WBE Waiver Document) and select "save target as" before saving to your local drive.

5.6. 5.1.6 Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of a Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of a Proposal as confidential, Respondent must:

- A. Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."
- C. **Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format** for posting on the City's website. Respondent is responsible for properly and adequately redacting any data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

6. PROPOSAL REQUIREMENTS

Each Proposal must contain all of the following documents and must conform to the following requirements.

6.1. Required Proposal Format

Submit 1 hardcopy Original and (10) ten electronic copies, on a CD-ROM or flash drive, of the entire Proposal in a searchable pdf format. The files on the CD-ROM or flash drive should include the following:

- 1. Complete proposal in searchable pdf format
- 2. Completed Exhibit 2: CAD Functional and Technical Requirements in Excel format
- 3. Completed Exhibit 3: Mobile Data System Functional Requirements in Excel format
- 4. Completed Exhibit 4: Interface Functional Requirements in Excel format
- 5. Completed Exhibit 5: Operational Scenarios and Interrogatories in Word format

6. Completed Exhibit 6: Cost Proposal Forms in Excel format

To complete items 2 through 6 above, the Respondent MUST use the files provided with the RFP documents on the City website. You may not modify the questions or requirements.

The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized company officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. The Respondent must enclose all documents in sealed envelopes or boxes.

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

Proposal Enclosed

Request for Proposals (RFP) for Computer Aided Dispatch (CAD) Software, Hardware and Implementation and Maintenance Services

Specification No. 280950

Due: 4:00 p.m., November 2, 2017

Submitted by: (Name of Respondent)

Package ____ of ____

Proposals must 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, proposals, 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 the subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

6.2. Required Proposal Content

Respondents are advised to adhere to the submittal requirements of the RFP and in particular this section. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, the Proposal and related submittals may become part of the contract.

Please prepare your Proposal by using each heading in this section on required proposal content and in the same order as listed below. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Responses to each section must consider the parameters and guidelines expressed in the Scope of Services and in the Functional and Technical Requirements.

6.2.1 Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the

terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must, at a minimum:

- a. Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b. Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c. Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.
- d. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment as stipulated in Exhibit 9 of this RFP.
- e. Acknowledge receipt of Addendum issued by the City, if any.

6.2.2 Executive Summary

Respondent must provide an executive summary that explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for satisfying the scope of services in the RFP and any additional factors for the City's consideration.

Respondent shall discuss its approach for and capability to deliver the following:

- Solution design
- Manage the projected event volumes and scale to meet future needs
- Plan for providing implementation services
- Proposed project timeline including milestones
- Approach to project management
- Strategies, tools and safeguards for ensuring project success
- Hardware and software considerations
- Training and knowledge transfer
- Ongoing maintenance and support
- Additional factors for the City's consideration

6.2.3 Software

6.2.3.1 CAD Software

The Respondent must present the specific products and versions that it is proposing. The response to this section must also outline the high level features and capabilities of the proposed application software and indicate whether the proposed functionality is native to the product, requires a customization that will be incorporated into the Respondent's baseline

system or requires integration with a third party software product to deliver the desired functionality.

Respondent shall provide in succinct narrative form, a description of the following software features:

- Modules included with a description of each module proposed
- Software licensing and deployment model
- Web-based technology
- Mobile technology
- Reporting and analysis tools
- Interface development and integration tool sets
- Configuration tool set and management console
- New version release schedule
- Audit trail and security capabilities
- Application architecture
- Documentation (identify specific elements of documentation that are available with the system, including system configuration and technical manuals (both online and hard copy), data element dictionary, online help, and testing scripts, etc.)

Describe your software's level of client configurable features. Describe your approach to incorporating client-specific enhancements into your baseline product.

The Respondent should use this narrative response as an opportunity to convey their understanding of the City's specific requirements and how their overall solution meets the City's needs.

Please note that this narrative response will be compared to your response to similar items in the functional and technical requirements presented in Exhibits 2 through 4 – Functional and Technical Requirements and Exhibit 5 – Operational Scenarios and Interrogatories.

6.2.3.2 Functional and Technical Requirements

A. Functional and Technical Requirements Matrices

The City's detailed functional and technical requirements for the CAD, Mobile, and Interface solutions are outlined in:

- Exhibit 2 – CAD Functional and Technical Requirements,
- Exhibit 3 – Mobile Data System Functional Requirements, and
- Exhibit 4 – Interface Functional Requirements.

The functional and technical requirements outline proposes functionality that the City desires and are not to be considered as the basis for elimination if a single requirement is not met. For your convenience, the matrices have been included with this solicitation as a Microsoft Excel workbook. Include a copy of your responses in this section of your complete proposal, Exhibits 2, 3, and 4, (Excel spreadsheets) with each item marked and all Respondent comments removed. In addition, a completed, electronic copy (Respondent's completed Excel spreadsheet) of each Matrix must be included on the proposal.

The functional and technical requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. All responses that are marked Function Available must be included in the scope of the Proposal and in the Cost Proposal. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of the Proposal.

Exhibits 2 through 4 shall be completed by Respondents to ensure that the specifications the City deems "Highly Advantageous" and "Advantageous" are understood and, correspondingly, Respondents are certifying that: they will deliver the functionality by indicating "Function Available;" will not provide the functionality by indicating "Function Not Available;" or take "Exception" to a specification. The higher the category of importance for a requirement, the greater the scoring weight those specifications will carry.

Respondent must use only one response per requirement. The requirements responses submitted will become attached to the software license and implementation services agreement or incorporated by reference. Respondent is expected to provide a warranty for all responses marked "Function Available"

Use "Function Available" to indicate that the functionality is available out of the box in the Respondents proposed solution and pricing.

Use "Function Not Available" to indicate that the solution is not available in the Respondent's proposed solution and pricing.

Use "Exception" to describe any other situations for instance, the functionality is available in a module not proposed, or the functionality is available with customization, or the functionality is planned in a future update.

Complete the matrix on each tab in each Exhibit. For the purposes of this RFP, items not answered or marked as an exception on the Matrix will be interpreted as "Function Not Available," and will be factored accordingly for scoring purposes. If the Respondent is not sure if their system provides total functionality as detailed in the functional requirement description or if that functionality may be available in a future release, the Respondent should take an exception to that functionality.

Some specifications within the Matrices may appear to be conflicting, where a requirement may request a specific function to be provided in one way, and be followed by another requirement that requests the same function be provisioned for in a different (or potentially conflicting) fashion. The intent of specifications is to solicit a better understanding of each Respondent's method of provisioning the given functional feature, including those that may have options. It is not the intent of the specifications to dictate how the City wants the system to be programmed or provisioned, but simply a method to determine the functionality, including any options, which the Respondent's system provides.

Respondents may utilize the "Work Area" to enter notes for internal review and to aid in preparation of the Matrices; however, all Respondent notations in the Work Area should be cleared before submitting to the City.

The functional specifications outlined in the SYSTEM and COMMON tabs (included as part of the CAD MAIN Functional Specification Spreadsheet) represent system requirements as a

whole, and common functional requirements that apply to all packages and modules being proposed.

B. Explanation of Exceptions

In a separate section, provide an explanation of any "*Exceptions*" taken to functions that appear in the Matrix Exhibits. Organize this section by Matrix Name, Tab Name and use the Specification ID for reference. Describe any third party applications and/or customizations necessary to provide the functionality and any other information about the feature or functionality that may be unique to your solution.

6.2.3.3 Operational Scenarios and Interrogatories

Respondent shall provide a full and complete response to each situation and question in Exhibit 5 – Operational Scenarios and Interrogatories. Respondent should reiterate each question in their response. For Respondent convenience, the interrogatories are included with this solicitation as a Microsoft Word file.

6.2.3.4 Additional Functionality

Respondent shall include a description of any products and features or other value-added components available in the proposed solution that have not been specifically requested in this RFP, but that may be of benefit to the City and the residents that it serves.

6.2.3.5 Third Party Products

Respondent shall outline any and all third party products that the City of Chicago must procure in order to operate, run, or use the proposed solution that are not included in the Respondent's Cost Proposal. List all software (and versions) that must be licensed to use the proposed solution. Can this software be licensed separately (i.e., directly from the software company)? Please describe the level of integration that exists between all proposed third-party products and the base software. For example, do the third-party applications share security definitions and similar menu structures?

6.2.3.6 Hardware

The Respondent must provide a detailed specification of any and all mobile hardware, onsite hardware or software requirements, including servers, storage devices, handheld devices, operating systems, applications, routers and switches, and any other hardware components beyond what the City currently has deployed that will be needed to operate, run, and use the proposed solution with the expected performance levels, if any. Please note that although the City requests that the Respondent specify all such hardware and software in its Proposal, the City reserves the right to purchase all such additional hardware and software. In addition, specify any hardware and software minimum specifications required for user devices by user group (e.g., system administrators, super users, end user, viewer, mobile device user, etc.).

6.2.4 Implementation Services and Approach

Respondent must describe its approach to providing the implementation and other related services outlined in Exhibit 1 – Scope of Services. Respondent is to provide a concise narrative response that explains your plan for delivery of the implementation services as outlined in Exhibit 1. The plan should detail how the services will be administered and your policies and procedures addressing the specific components. Where applicable, Respondent is encouraged to provide examples of how and where similar requirements are being met (or have been met previously) on other projects. Respondent should use illustrations, diagrams, and/or attach sample material in an appendix to provide additional clarity. The Respondent should use this

narrative response as an opportunity to convey their understanding of the City's specific requirements and how their overall approach and implementation services will meet the City's needs.

6.2.4.1 Implementation Plan

As detailed in the Scope of Services, the City believes that a one-time cut over may be the most appropriate approach to the CAD/MDS deployment.

The City appreciates the Respondent's experience with organizations of similar size and scope and is open to other recommended approaches. The City is open to recommended alternatives based on Respondent's experience and knowledge gained from past CAD implementations.

Provide a comprehensive implementation plan that includes tasks and timelines to complete all of the implementation services listed in Exhibit 1 – Scope of Services. Include a detailed project plan for this project indicating tasks, milestones, timelines, deliverables, and resources necessary to implement the complete solution. Please make clear arguments for your cutover approach, whether it is a one-time cutover or a phased proposal. The detailed project plan should include clear, proposed deliverables and defensible payment milestones.

6.2.4.2 Project Management

The Respondent's project manager will be responsible for managing and directing all project activities, risks, communications, and deliverables within the defined scope, timeline, quality standards, and budget.

Describe in detail your approach to project management. How will you ensure that the project is completed on time and within budget based on your implementation plan and proposed pricing? Describe your tools and methods for communication, issue and risk management, scope management, etc.

6.2.4.3 Training and Knowledge Transfer

Describe in detail your approach to training and knowledge transfer. Provide a brief overview of a training plan that addresses the training and knowledge transfer needs outlined in Exhibit 1 – Scope of Services. For each type of instructor-led training, the overview should include an outline of the training, the required number of days and classes needed, a list of documentation and manuals that will be included (e.g., training manuals, training videos, online training materials, etc.), and suggested timing of the training.

6.2.4.4 Quality Assurance/Testing

Describe your approach to quality assurance and testing to ensure that all solution components and their configuration settings will meet the City's needs and expectations from both a functionality and performance perspective. As part of this approach, clearly identify control tasks and testing required to validate that the system functions as designed and interfaces with other systems in exchanging data. Describe your user acceptance testing ("UAT") approval process and how testing results are to be documented. Further, Respondents must provide documentation as to how the as-built system will be stress tested to handle loading of 60,000 events in a given day, while being taxed by web cad users requesting data, mobile environment transactions, as well as inquiries and data exchanged from tablet/smart phone application server.

6.2.4.5 Mobile Deployment

Describe in detail the approach you will utilize to procure and deploy the City's mobile hardware. Identify how you will work with the City's maintenance staff. Describe how will you ensure connectivity and certify Mobile Data System operation.

6.2.4.6 Maintenance and Support

The Respondent shall submit its software maintenance and support plan, which must address the tasks required in the scope of services and include the following components:

- Procedures to resolve critical system issues
- Emergency and 24/7 support options available
- Policy regarding future enhancements and upgrades
- Frequency of software updates and new software releases (i.e., patches and major revision levels) for the solution
- Anticipated life cycle of the software being proposed
- Availability of tiered support options to handle potential escalations
- A description of extended agreements if they are available
- Hourly cost for on-site support that may be required
- Description of periods of scheduled maintenance and system availability during such scheduled maintenance periods

In addition, as part of the proposed maintenance plan, the Respondent shall address two separate hardware refreshes to occur over the lifetime of the contract and to occur no sooner than two and five years from formal signoff of implementation completion and at the full discretion of the OEMC. This refresh will replace system server hardware, keeping it in line with current generation capabilities. Refresh hardware will be procured by the OEMC. The Contractor shall provide consultation and approved hardware specifications prior to procurement. Additionally, the Contractor will perform full certification of procured hardware and installation of the CAD system. Contractor approved hardware shall be guaranteed fully functional for the latest version of the CAD system installed and any subsequent versions as outlined in this RFP.

The Respondent must include a copy of their annual maintenance agreement in the Proposal and provide guaranteed annual pricing as requested in the Cost Proposal Form.

If the Respondent offers multiple maintenance and support options, please describe the details involved with these options and identify which option you recommend for the City.

The Respondent shall detail the anticipated City information technology staff required to support the system in their Proposal. List the title/role or skill set of each individual needed to support the system along with the percentage of each person's time that will need to be spent supporting the proposed solution.

6.2.4.7 Service Level Agreements

Respondent shall provide documentation of extremely responsive Service Level Agreements ("SLAs") that would ensure emergency communications operational continuity for the nation's 3rd largest City. Further, Respondent's should address their guaranteed operational system uptime, unaffected by any maintenance downtime, and whether a 99.995% or higher annual threshold will be attained. This should include 24/7 all other standard SLAs provided for the

proposed solution and any and all help desk and support services proposed. For each SLA, identify how you triage and include response times.

6.2.5 Professional Qualifications and Specialized Experience of Respondent and Project Team Members

6.2.5.1 Respondent's Team and Role of Each Team Member

Identify the companies that comprise Respondent's team. Summarize the specific role and degree of involvement of each company in the Respondent's team. 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 team member separately.

6.2.5.2 Firm Overviews and Company Profile Information

Include a firm overview for each such firm on the Respondent's Team, which should include the Respondent/prime contractor and all subcontractors, including MBE and WBE firms. If the Respondent is proposing software provided by another company in a reseller type relationship, then also include an overview of the software provider. The firm overview for each prime, subcontractor, and software provider shall include a completed copy of the Company Profile Form contained in Exhibit 7 as well as any additional information, such as relevant project experience, that Respondent feels is relevant to assist the City in its evaluation of Respondent's Proposal.

6.2.5.3 Representative Projects and References

As a major U.S. metropolitan area, the City of Chicago is most interested in Respondent deployments in large, multi-discipline emergency communications centers that are responsible for Police, Fire, and EMS services. Respondents shall provide a list of their largest implementations by event volume, begun in the last ten years in which they have deployed their solution. A minimum of ten representative projects shall be provided. The list should be presented in a ranked order, with the highest event volume deployment being the first listing, regardless of how closely it approximates the volumes encountered by the City. For each listed project complete the Company Reference/Client Profile Information Form in Exhibit 8. Include the following information:

- Project name or location
- Project description
- List of jurisdictions included
- List of disciplines covered (e.g., police, fire, ems)
- Call volume
- Number of call-taking/dispatch positions
- Total event volume
- Dollar volume of project
- List of interfaces provided
- Name and number of client contact

Experience will not be considered unless complete reference data is provided.

In addition, Respondent may describe any other projects that demonstrate relevant experience.

All client reference information must be supported and verified. The City may solicit from previous clients, or any available sources, relevant information concerning Respondent's record of past performance.

In addition, Respondent should describe their experience and expertise in all areas of implementation service delivery including: business requirements development and system configuration, training, mobile deployment, etc. For which clients have you performed these services?

If Respondent proposes that major portions of the work will be performed by sub-contractors members (e.g., one entity provides the software and another entity performs implementation services), Respondent must provide at least three (3) references for each such team member, preferably from similar government entities related to contracts of similar scope and magnitude as described in this RFP. No more than one (1) of these references may be from previous or current contracts between such team member and the City.

6.2.5.4 Staffing Plan and Key Personnel

Respondent must provide a staffing plan and organizational chart that identifies its project team or consortium if utilizing including subcontractors, suppliers, and service providers, their relationship among each other, their roles and responsibilities, and the key individuals with primary responsibility for each area of the overall project.

Respondent must provide a summary of the key personnel who will be dedicated to provide the services described in this RFP. At a minimum, Respondent must identify the project manager, system architect, developers, training manager, and GIS lead who will be directly involved in the project.

For each person identified, describe the following information:

- their title and reporting responsibility
- their proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility if appropriate)
- their pertinent areas of expertise and past experience (particularly for CAD implementation projects)
- location where they will provide the services (local or remote)
- resumes or corporate personnel profiles that describe their overall experience and expertise

Respondent must also identify the roles and responsibilities they expect the City will fulfill.

6.2.5.5 Licenses and Certifications

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFP in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors, including evidence that the Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the Proposal. Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state

of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/businessaffairs.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com/DPR.asp>.

6.2.5.6 Capacity to Perform

Describe the capacity of the Respondent Team to provide the proposed solution and services for the City. This should include a discussion of any uncompleted projects and/or contractual commitments to other clients that will affect the Respondent's or any of its team members' ability to deliver the products and services outlined in this RFP or that will affect the dedicated resources committed to the project. Respondent should provide a summary of current and future client commitments and include details on completion dates. Identify the percentage of the services that will be performed utilizing your own workforce, equipment, and facilities and the percentage of the work that will be subcontracted.

6.2.5.7 City Dedicated Resources

Describe facilities and/or other equipment, office space, computers, network access, testing environments, etc., that the Respondent and Team Members anticipates will be City-provided for implementing any proposed Services.

6.2.6 Cost Proposal

Respondent shall submit a detailed outline of all project costs, including software licensing (i.e., software licensing and maintenance, subscription services, implementation services, required or optional hardware, maintenance and any and all other costs. For ease of comparing costs between Respondents, Respondent's Cost Proposal must be presented on the RFP Cost Proposal Forms -- Exhibit 6. Respondent shall provide additional details as necessary to fully explain the cost proposal and will highlight any costs that do not fit cleanly into the Cost Proposal Form.

Complete the pricing tables on all five tabs after the Summary tab in Exhibit 6 Pricing from the five worksheets should automatically roll up and be summed in the Summary tab. Functionality or interfaces referenced elsewhere in the RFP (i.e., Functional Requirements Matrices) are not to be included in the Respondent's pricing unless specifically asked for on the pricing form. Respondents may also provide internal pricing forms as supporting documentation to the City's forms.

As a part of Exhibit 6, Respondent shall also submit pricing for 13 years of maintenance, with the aforementioned annual increase not to exceed 3% or CPI-U limit, whichever is lower so the City can calculate its fifteen-year total cost of ownership.

Respondent should document all assumptions used to calculate costs that would not be included in the contract between the Respondent and the City resulting from this RFP. In

addition, Respondent may provide their internal pricing forms to augment the information provided in Exhibit 6. The City reserves the right to request revised pricing from all Respondents. The City reserves the right to negotiate a final fixed price and all terms and conditions with one or more Respondents.

All proposed costs must be fixed and in writing. Costs must reflect all discounts and cost reductions based on multiple licenses/sites or other considerations. The City of Chicago anticipates awarding a contract and issuing a Notice-to-Proceed to the selected Contractor under this RFP for a firm, fixed price for software, hardware, and implementation services with payments made on a milestone basis.

6.2.7 Minority and Women Business Enterprises Participation Plan and Commitment

6.2.7.1 MBE/WBE Participation Plan and Commitment

The MBE participation goal is 25% and the WBE participation goal is 5% of all services costs for this project. **Software licensing, hardware, and other annual fees are exempt from MBE/WBE participation.** Respondents may submit their MBE/WBE participation proposals for implementation, maintenance and support, and other professional services only.

Respondent must describe its plan for MBE/WBE participation and commit to achieving the MBE participation goal of 25% and WBE participation goal of 5% for this RFP. Respondents are encouraged to provide more ambitious MBE/WBE plans if possible.

6.2.7.2 MBE/WBE Forms and Letter of Certification

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 9. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the [City's MBE/WBE Directory Database](#) on the City's website.

6.2.8 Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple hardcopies if the content is voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in

sufficient detail for the City to assess its financial condition as part of their submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section. If Respondent is not the provider of the software solution, then Respondent should also provide a copy of the audited financial statements of the software provider.

If Respondent is unable to provide audited financial statements, Respondent shall state the reasons in its Proposal and provide financial documentation in sufficient detail to enable the City to assess Respondent's financial condition. Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

6.2.9 Economic Disclosure Statement and Affidavit (EDS)

Respondent must complete an Online Economic Disclosure Statement and Affidavit, and Attachment A: Online EDS Acknowledgement. **See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement, in Exhibit 10.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in 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. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

6.2.10 Legal Actions

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

- A debtor in bankruptcy; or
- A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- A defendant in any criminal action; or

- A named insured of 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
- 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
- A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

6.2.11 Insurance

Respondent should include a statement that they can comply with the City's insurance requirements listed in Exhibit 11. Prior to contract award, the Contractor will be required to submit evidence of insurance in the appropriate amounts.

6.2.12 Exceptions

Provide a list of any Respondent exceptions to the terms and conditions in the Sample Professional Services Agreement in Exhibit 13 or other portions of this RFP that may become part of the contract executed between the City and the Contractor. If Respondent does not list such exceptions or objections in its Proposal, the City will not entertain any such exceptions or objections on these provisions during contract negotiation. The terms and conditions in the Sample Professional Services Agreement should not be construed as the sum total of the terms and conditions that will constitute the final contract. **Additional terms and conditions will be negotiated with the selected Respondent to address software and hardware procurement contractual items such as source code, licensing, warranties, SLAs maintenance, etc.** Furthermore, the City may make changes to the attached terms and conditions at its discretion. You may use the format below to document your exceptions.

Page Number	Section Number	Provision	Specific Exception, Non-Conformance, and Substitute Language Proposed

Page Number	Section Number	Provision	Specific Exception, Non-Conformance, and Substitute Language Proposed

7. PROPOSAL EVALUATION

The City of Chicago intends to make an award based on the offer that represents the Best Value to the City as determined by both price and technical qualifications. The award decision will be made using multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining and supporting the requested solution over the initial 10 year contract term plus 5 option years; the evaluation of technical merit and expertise; past performance; and the evaluated probability of the Respondent's ability to perform the requested services based on their response.

7.1. Evaluation Process

An Evaluation Committee (EC), which will include representatives of the Office of Emergency Communications and Management, Chicago Police Department, Chicago Fire Department, and the Department of Procurement Services will review and evaluate the Proposals, as described below.

The RFP proposal evaluation process is organized into three phases:

- Phase I – Preliminary Proposal Assessment
- Phase IA – Critical/ Technical Review
- Phase II – Proposal Evaluation
- Phase III – Site Visit, Product/System Demonstrations, and/or Oral Presentations

7.1.1 Phase I – Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 6.2 – Required Proposal Content. Proposals which are incomplete and/or missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be declared non-responsive and may be rejected from further consideration. The City at its discretion may waive non-material omissions or provide an opportunity to cure.

The City may also, at its discretion, determine that proposals are non-responsive and be rejected for further consideration if:

- Respondent fails to provide sufficient documentation of the necessary qualifications and prior expertise in system deployments in similar and relevant jurisdictions
- Respondent submits a proposal that does not follow proposal response instructions as outlined in the RFP
- Respondent solution fails to provide a substantial number of the requirements requested by the City

Phase I A – Technical Review

All Proposals meeting procurement submission requirements in Phase I will be logged as valid proposal submissions and qualify for further review in Phase IA, Technical Review. Technical Review is intended to perform an initial assessment and identify the viable and cost effective proposals. The Evaluation Committee (either voting or non-voting), and/or an outside consultant will conduct this review. Proposals that fail to provide a viable solution for Chicago, or do not have a proven track record, or are deemed cost prohibitive may be disqualified from further consideration. Those proposals determined to have a viable technical solution for the City of Chicago with cost effective solutions will advance to Phase II evaluation.

7.1.2 Phase II – Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's proposed solution, qualifications, experience, approach and methods, cost proposal, and other factors based on the evaluation criteria outlined in Section 7.2 – Evaluation Criteria.

The EC 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.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised Proposals from the Respondents based upon the revised Scope of Services.

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

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

After the Evaluation Committee completes its review of Proposals in Phase II, it may submit to the Executive Director a recommended short list of Respondents (Phase III), or the EC may

forego Phase III and submit a recommendation to select a Respondent, and/or recommend to reject any or all Proposals.

7.1.3 Phase III – Site Visits, Product/System Demonstrations, and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the OEMC Executive Director, with concurrence from the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation and product/system demonstration to clarify information provided in Respondents' Proposals, present solutions to City of Chicago, utilizing scenario-based use cases, and/or to ask Respondents to respond to additional questions.

Following oral presentations and demonstrations, as part of Phase III, the short-listed Respondents may be required to provide a Best and Final Offer (BAFO). The Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Executive Director. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the Executive Director will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Executive Director's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Executive Director and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that selected Respondents(s) negotiate is not a commitment by the City to award a contract.

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

7.2. Evaluation Criteria

The Evaluation Committee will review the overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP and Respondent's Proposal, including any and all proposed optional and additional software and services, as well as the outcome of any site visits, oral presentations, demonstrations, and reference checks, using the following criteria that are not listed in any particular order.

7.2.1 Proposed Solution

The EC will consider the Respondent's proposed solution and the responses to the Functional and Technical Requirements (Exhibits 2-4) and Operational Scenarios and Interrogatories (Exhibit 5), including any proposed exceptions. The EC will consider the following:

- Degree to which Respondent's proposed solution meets the City's business and technical requirements.
- Added value of any particular component(s) of the proposed solution.
- Capabilities of the functional aspects of the proposed solution, including software capabilities, operational ease of use, configurability, report generation, and interfaces.
- Impact of the proposed solution on the operations of the user departments, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness.

7.2.2. Overall Implementation Approach and Services

The EC will consider the quality, completeness, and feasibility of the proposed approach for implementation services, including the implementation plan, project management methods, training plan, testing methodology, and long term maintenance and support services. The EC will review each proposal for the Respondent's understanding of the objectives and requirements in the Scope of Services. Each Respondent will be evaluated on its overall strategy, methodology, and approach to meeting the City's requirements and operational needs.

7.2.3 Qualifications and Experience

The EC will consider Respondent's professional competence as evidenced by the information submitted by Respondent documenting Respondent's:

- Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives, and Scope of Services described in this RFP.
- Professional Qualifications and Specialized Experience of Respondent and its Team implementing CAD solutions of similar scope and magnitude (e.g., specifically with respect to high volume emergency communications environments).
- Professional Qualifications, Specialized Experience, and On-Site Availability of Respondent's Key Personnel committed to the City.
- References/Past and Current Performance of Respondent (and Team Members) on other contracts in terms of quality of services and compliance with performance schedules and standards. The Evaluation Committee may solicit from current and/or previous clients, including the City, other government agencies, or any available sources, relevant information concerning Respondent's record of performance.

7.2.4 Cost Proposal

The EC will consider the reasonableness and competitiveness of Respondent's cost proposal (including the completeness with which the pricing tables are submitted) and the projected maintenance costs. While Respondent's Cost Proposal is important, it will not be the only factor in the selection process.

7.2.5 MBE/WBE Participation

The EC will evaluate the level, relevancy, and quality of participation by MBE and WBE firms certified by the City of Chicago and/or Cook County. Failure to meet this requirement may be cause for disqualification.

7.2.6 Legal Actions

The EC will consider 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.

7.2.7 Financial Stability

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

7.2.8 Compliance with Laws, Ordinances, and Statutes

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract.

7.2.9 Conflict of Interest

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

7.2.10 Degree to which the Respondent accepts the Terms and Conditions in the City's Sample Professional Service Agreement

The EC will consider the Respondent's exceptions to the City's Standard Terms and Conditions. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

8. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be posted on the [Department of Procurement Services' Bid Opportunities](#) website from where it may be downloaded. Procurement Services will send an e-mail notification of the posting to all of the prospective Respondents listed on the "Take Out Sheet." Prospective Respondents are listed on the Take Out Sheet when they e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt in their cover letter.

An addendum may include, but will not be limited to, the following:

- i. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions herein;

- ii. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; and
- iii. Any revisions to the RFP the City may make after its initial publication.

Respondents are solely responsible for acquiring the necessary information or materials to respond to this RFP.

Copies of the [Take out Sheet](http://www.cityofchicago.org/Procurement) are available via the Internet at the Department of Procurement Services' website: www.cityofchicago.org/Procurement.

8.2. City's Right to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP or that do not contain, at a minimum, the information required by this RFP. If no Respondent is selected through this RFP process, the Chief Procurement Officer may then utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the products and services described in this RFP.

8.3. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, product/system demonstrations, oral presentations, or negotiations.

8.4. Prohibitions on Certain Contributions – Mayoral Executive Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("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% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

8.5. 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.

(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)

8.6. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: CAD Functional and Technical Requirements
- Exhibit 3: Mobile Data System Functional Requirements
- Exhibit 4: Interface Functional Requirements
- Exhibit 5: Operational Scenarios and Interrogatories
- Exhibit 6: Cost Proposal Forms
- Exhibit 7: Company Profile Information
- Exhibit 8: Company Reference/Client Profile Information
- Exhibit 9: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 10: Online City of Chicago Economic Disclosure Statement and Affidavit and EDS Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 11: Contract Insurance Requirements and Insurance Certificate
- Exhibit 12: Contractual Requirements related to HIPPA
- Exhibit 13: City of Chicago's Sample Professional Service Agreement
- Exhibit 14: New Information Security Policies
- Exhibit 15: Data Protection Policy with Contractors

EXHIBIT 1 – SCOPE OF SERVICES

The requirements in this RFP were developed through a thorough analysis of the needs of 9-1-1 Operations.

The City of Chicago, Office of Emergency Management and Communications desires a turnkey CAD and Mobile Data System solution. The Computer Aided Dispatch (CAD) Software, Hardware, and Implementation and Maintenance Services Project will include the purchase of CAD software, mobile hardware and software, and implementation services to deliver a transformative dispatch solution for the City of Chicago. Implementation services will include configuration of Police, Fire, EMS, and Airport emergency dispatch. Post go-live, the contractor will be expected to update and maintain the system. This Exhibit details the scope of the project, including guidelines, business requirements and expectations around the software solution, implementation services, and maintenance services. Respondents are expected to consider and meet the City expectations in the design of their response to this RFP. The specific submittal requirements to demonstrate the Respondent's ability to meet these expectations are contained in [Section 6 – Proposal Requirements](#).

As indicated in [Section 1](#) of this RFP, the City requires the selected Contractor to not only implement the CAD/MDS software but, more importantly, to deliver a suite of comprehensive services to implement that CAD/MDS solution. This Scope of Services outlines those items that are in scope. Section A outlines the software scope, Section B identifies the hardware scope, Section C describes the implementation/integration related services, and Section D details the on-going support and maintenance expectations.

All software and hardware proposed must meet the City's [Hardware and Software Technology Standards](#) which can be viewed at:

https://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html

A. CAD Software

1. Functional and Technical Requirements

The City has created a set of functional and technical requirements for the CAD/MDS solution that have been categorized as follows:

- CAD Functional Requirements
 - System Requirements
 - Common Requirements
 - CAD Requirements
 - CAD GIS Requirements
- Mobile Data Functional Requirements
 - Mobile Data General Requirements
 - Mobile Data Automatic Vehicle Location (AVL)
 - Mobile Data Mapping / GIS
 - Mobile Data Messaging
 - Mobile Data LE Local / State / NCIC Inquiry
- Interface Requirements

The detailed requirements are included as the following exhibits to this RFP. The City does not expect or require that a single solution meet all of the requirements; however, Respondent is required to address each requirement.

Exhibit 2 – CAD Functional and Technical Requirements
Exhibit 3 – Mobile Data System Functional Requirements
Exhibit 4 – Interface Functional Requirements

In addition, Respondent shall provide additional information on the functional and technical features of their CAD solution. Exhibit 5 – Operational Scenarios and Interrogatories provides a list of situations and questions enumerating the required information.

2. Software License Counts

The necessary license counts are delineated in Exhibit 6 – Cost Proposal Forms. Use these counts to design and price your solution.

If the Respondent would like to offer an alternative licensing model that they believe is financially beneficial to the City, they are welcome to submit that model in addition to the user licensing model requested above.

3. Interfaces and Integration

The software must be able to integrate with City systems, including but not limited to those listed in Section C.5 – System Interfaces and Integration.

4. Software/System Documentation

The Contractor will provide detailed system and user documentation to City staff responsible for the operation and support of the system. Final software/system documentation should include, but not be limited to:

- (a) System Overview (as-built system design)
- (b) Hardware and System Software Documentation
 - Operations and Maintenance Manuals
 - User Manuals and Quick Reference Guides
- (c) System Functional Specification (CAD, Map, Mobile, Reporting)
- (d) As-built Drawings and Descriptions for Hardware, Software, Virtual and Network configurations
- (e) System Interface Specifications and Test Procedures
- (f) Interface Control Documents (ICDs)
- (g) System Administrators Documentation
- (h) Data Maintenance and System Configuration Documentation
- (i) Training Materials (Instructor guides and participant handouts)
- (j) End User Documentation (CAD, Map, Mobile, Reporting)
 - User Manuals
 - Quick reference guides

The Contractor will also provide searchable electronic copies of all documentation listed above and provide access to updated versions of this documentation via a webpage or other cloud-based document repository. The Contractor will be expected to maintain and update electronic copies of the documentation as changes are made to the system configuration and updates are made to the software.

The Contractor will provide, in a timely manner, system documents that describe all software in sufficient technical and functional detail to enable City personnel to maintain the system and resolve identified problems.

5. Performance Standards

The CAD system, as a mission critical operational tool, will be expected to meet very high performance levels during peak operations, as well delivering exceptional system uptime that will be finalized in the final contract. The following specifications describe the expected minimum performance requirements for the System following the City's formal acceptance of the System and throughout the life of the Contract between the City and the Contractor. These SLA's represent the City's expectations with regard to system availability, performance, restoral times, as well as potential credits to the City if the Contractor fails to meet the agreed to SLAs. During contract negotiations, the City will negotiate remediation procedures and maintenance credits for failure to meet each of the SLAs.

(a) Availability Requirements

- i. For any consecutive 30-day period during the life of the contracts and/or warranties, the software components of the System shall remain fully operational and available at 99.995 percent availability (27 minutes of downtime/year). Thirty day performance periods are incremental from system acceptance. If a problem occurs, a new 30-day period will begin once the problem has been corrected. The City will decide and notify the Contractor when issues have been satisfactorily resolved.
- ii. In the event that the System fails to meet any requirement of the Contract after final acceptance and during the initial warranty period, the Contractor shall resolve the problem and bring the System back into compliance with the performance and reliability requirements, at no cost to the City. In the event that the System fails to meet any requirement during the maintenance period, the Contractor will resolve the problem and bring the System back into compliance with the reliability requirements.

Availability is defined as:

- Installed hardware/software components have power applied and are operating correctly.
- All functions and interfaces are installed and all the functional features necessary for the receipt (processing) and dispatching of calls for service and emergency resources are operating correctly.
- System availability will be expressed as a percentage of the maximum expected availability over a given period. The System shall be available 24-hours a day, 7-days a week (24/7).

- Scheduled down time, as defined by the successful Contractor and accepted by the City, will not be construed as hours when the System is unavailable

(b) Response Time Requirements

i. Loading Assumptions

The proposed system design should provide for a minimum of 400 active CAD users and a minimum of 2000 active mobile computers during the peak busy hour and the system shall provide the performance defined. Contractors will not be responsible for the processing time of external systems (e.g., LEADS or NCIC) when such systems are involved in a transaction.

ii. Transaction Maximum Response Time for CAD and Mapping

- a. The System shall provide response times of less than one (1) second 95 percent of the time for the following transactions:
 - Display of blank event entry screen
 - Assigning a single unit to an event
 - Changing a single unit's status
 - Clearing a single unit from an event
- b. The System shall provide response times of less than two (2) seconds 99 percent of the time for the following transactions:
 - Verification of a unique address
 - Return of a list of possible address matches when an address cannot be uniquely verified with the information entered
 - Display unit recommendation based on uniquely verified address

iii. Transaction Maximum Response Time for CAD and Mobile Data System

The System shall provide response times of less than five (5) seconds 99 percent of the time for the following transactions:

- Assignment of up to ten (10) units to an event from a single command
- Mobile-to- Mobile e-mail message, 80 characters
- CAD-Mobile dispatch message
- Query premises/hazard file data
- Display of a list of events queried by unit ID for a single shift

(c) Other performance requirements:

- All inquiry and file maintenance functions shall be performed without adversely affecting system performance and system operations.
- System shall perform backups or other system administration tasks without impact on system operations.

The initial system hardware and software configuration should be expandable to 150% of volume AND maintain the specified system performance requirements. The expanded system must continue to meet the functional, reliability and performance requirements as expressed in this specification throughout the life of the system.

6. General Warranty and Maintenance Requirements

The Contractor shall provide a minimum one (1) year, no-cost warranty period from the date of the City's formal, written final system acceptance. The Contractor shall warrant that all software and hardware supplied will be free from defects in material, design, and workmanship for the warranty period and any extended warranty or maintenance period purchased. This warranty shall cover all parts, labor, and travel related to all the hardware and software supplied under the Contract.

The maintenance agreement will not commence until the application has been placed in production and accepted by the City in writing. The maintenance agreement must provide ongoing system support and maintenance, including upgrades, bug fixes, and patches, and other technical support necessary for City staff to operate the solution, including help desk support on general system use, configuration settings, reporting, etc.

7. Detailed Requirements and Definition

The following section may be required of the Contractor under both the warranty period and any maintenance and support period.

- (a) During the warranty period, the Contractor should provide support services 24-hours a day, 7-days a week (24/7). This service shall be available any hour of the day via a toll-free number. Names, addresses, telephone numbers and contact person for all service facilities shall be identified in the proposal. The Contractor or its authorized subcontractors and suppliers shall have the ability to access the System remotely for troubleshooting and to perform system diagnostics. It is anticipated that the majority of maintenance performed by the Contractor will be via remote access.
- (b) For all critical system problems, major system failures or critical priority software errors reported (ie, Severity Level 1 or Severity Level 2 defined below), the Contractor shall provide an immediate response to the incident, and shall initiate corrective action no longer than 30 minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Contractor personnel shall be either on-site or logged into the System to analyze the cause of the problem and to affect corrective action. Equipment or components required on-site for emergency maintenance shall be specified and provided.
- (c) In all instances of a critical system problem, major system failure or critical priority software error (ie, Severity Level 1 or Severity Level 2 defined below), whether hardware or software related, the Contractor, and/or the provided support partner, shall affect corrective action within four (4) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the City.
- (d) For more minor system problems (ie, Severity Level 3 or Severity Level 4 defined below), the Contractor, and/or the provided support partner, shall affect corrective action

within twenty-four (24) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the City.

- (e) For all critical system problems, major system failures and critical priority software errors are defined by the City as the inability of call takers/dispatchers to take calls or dispatch emergency responders to any reported event or the inability of field units to receive call information or transmit service/status notifications. Additional detailed definitions are as follows:
- Severity Level 1 - is defined as a problem which renders the System or a major component of the Software inoperative, causes a significant and on-going interruption to the end user's activities or causes an unrecoverable loss or corruption of data.
 - Severity Level 2 - is defined as a problem which causes the System to be inoperative, disrupted or malfunctioning and which materially interferes with City's use of the System. If a reliable and suitable workaround, which does not impact the system's intended work or process flow, is delivered to City in order to temporarily fix or patch a Severity Level 1 issue, the Service Request shall be downgraded to a Severity Level 2.
 - Severity Level 3 - is defined as any problem in the System which causes the System not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on City's use of the System and for which an acceptable "workaround" is available.
 - Severity Level 4 - is defined as (a) any general question or request pertaining to the System and (b) all malfunctions in the System which are not included in the other Severity level classifications not outlined above
- (f) Any hardware procured for this System through the Contractor will require hardware support in the same manner as the software support described in this section.
- (g) A "workaround" is defined as a temporary procedure, routine, solution or fix that restores operational capability without substantially compromising the performance of the System or integrity of the operating system or data. A workaround will not require recurring system or workstation downtime. A workaround gives the City the ability to achieve substantially the same functionality as would be obtained without the programming error. Workarounds may include changes to configuration parameters or operational processes. To be acceptable, it must be an action, or series of actions, that can reasonably be accomplished by an average user without excessive impact to other capabilities and/or impeding work or process flow.
- (h) The Contractor shall warrant that all hardware and software supplied under the this contract will be operational and meet availability SLAs during the warranty period, the warranty period will be extended on a day-for-day basis for each day the System performance falls below this level. Additionally, the City shall receive compensation in the form of maintenance credits for subsequent year's maintenance fees.

The Contractor will be responsible for maintaining the system including the separate private CAD network. -- the servers and networks up to the firewall and Agent511 were all covered in the network.

- (i) As the current hardware infrastructure ages, the City will need to replace certain aspects of the hardware. The Contractor will be responsible for managing up to two server hardware refreshes over the life of the contract. The Contractor will review hardware specifications for proposed procurements and certify that the solution software will operate on that specified hardware for a period of five years.

B. Hardware

1. CAD Server

The OEMC performed a hardware refresh in 2015. As part of this upgrade, additional capacity was acquired for future expansion and potential applications. For storage, a Dell Compellent Flash Optimized system with 48TB is in use. This system can support up to 72TB. A Dell PowerEdge M1000E enclosure housing 16 nodes is in use. This system can support up to 32 nodes. The table below summarizes the current server hardware capabilities

Environment	Blades	CPU per Blade	Total CPU	CPU	Memory per Blade	Total Memory
Production	4	8	32	Dell M620 Xeon E5-2667V2	256 GB	1024 GB
VM Production	8	16	128	Dell M620 Xeon E5-2667V2	256 GB	2048 GB
VM Test	4	16	64	Dell M620 Xeon E5-2667V2	256 GB	1024 GB

Table 8: Server Hardware

It is preferred that the Contractor's system use existing hardware. Additionally, it is recommended that any necessary hardware expansion be compatible with existing hardware.

During the implementation phase, existing unused hardware resources may be available for use by the Contractor. Within this scope of hardware, the OEMC has the following resources available:

Component	Available
CPU	32 CPU
Memory	3080 GB
Storage	28 TB

Table 9: Available Resources

The Respondent's proposed solution shall minimize procurement of hardware solely for the Implementation phase, if it is likely to be unused during steady state operations. Utilization of currently available hardware resources, as well as temporary hardware resources sourced by the Contractor for implementation, are recommended.

2. Mobile Hardware Procurement

The City maintains a diverse, multi-platform mobile computer inventory within its fleet. Police and fire/EMS vehicles are equipped with ruggedized laptops, primarily Panasonic Toughbooks. The city has been aggressively equipping all mobile units with in vehicle routers (Cradlepoint IBR1100), a process which should be complete by the time a new CAD is implemented.

Table 10 itemizes the City of Chicago's current mobile computer environment by department.

Agency	Type	Active	Notes on primary usage and future plans
Police	CF-19	50	Only in Ford sedans due to airbag clearance requirements.
	CF-29	100	Primarily unmarked units; all have been removed from patrol units.
	CF-30	600	45% of Patrol units
	CF-31	750	55% of Patrol units
	CF-53	75	Primarily Detective and Commander units.
	BlackBerry	200-300	No longer actively supported and primarily used for email.
	Android Phone	50	Samsung Note pilot program in two districts only.
Fire	CF-30	305	100% of Fire equipment.
EMS	CF-19	76	100% of EMS units

Table 10: Mobile Computers by Department

Given this current environment, the City asks that Respondents include in their proposal a full CAD mobile solution. This proposal will provide the most cost effective mobile solution possible while still ensuring a seamless transition to an effective new system.

3. Networks and Switches

Even though many current remote users will no longer operate in a client/server model with a new system, the City anticipates that several locations will require full CAD clients and dedicated connections to the OEMC servers. Presently, these locations include the City's emergency communications backup center, CPIC, Midway International Airport and O'Hare International Airport Communications Centers. A fully functional disaster recovery site is also installed at O'Hare.

In its current operation, the City relies on its incumbent Contractor to provide, maintain and upgrade the network infrastructure at OEMC to host remote users. All network connections linking sites are maintained by City personnel. The City has no plan to deviate from this structure and is requiring Respondents to provide pricing for network infrastructure hardware at OEMC, the necessary software and integration services. Respondents are required to factor maintenance and support of this equipment in their pricing along with maintaining server hardware.

C. Implementation Services

The City requests all necessary implementation services to provide a CAD system that covers Police, Fire, EMS and Airport emergency dispatch and meets the City's needs.

This section outlines the City's parameters and expectations around these implementation services and is in no way meant to delineate all of the tasks expected to complete the implementation. Respondents should consider all factors when developing their approach, implementation plan, and cost proposal. Specific detailed examples that include a coherent methodology for aligning these services with the CAD software deployment is a critical success factor. The City places a value on the delivery of these services.

Critical components of this acquisition include solution design and development, configuration and localization of the software, migration of reference data and specified asset data into the new software, business requirements gathering, business process reengineering, integration with required external systems, acceptance testing, and project management of these responsibilities and activities. These services should be delivered in accordance with industry standard practices

1. Implementation Timing

The City believes that a one-time cutover may be the most appropriate approach to the CAD/MDS deployment. The City's concerns/goals concerning transition include:

- i. To minimize the amount of time that two systems are operating concurrently and ideally avoid this completely.
- ii. Address reporting needs, pulling data from two systems
- iii. Loading 2200 mobile clients without disruption
- iv. Call history available at cutover
- v. May, June, July or August are the most active months for the Operations Center. The City is not interested in going-live during this time.
- vi. The City expects that Mobile users will cut-over to the new system at the same time as the Operations Center

The City appreciates the Respondent's experience with organizations of similar size and scope and is open to other recommended approaches. The City is open to recommended alternatives based on Respondent's experience and knowledge gained from past CAD implementations.

2. Project Management

The management of the project should adhere to the Project Management Institute's methodologies, standards and best practices for project management. Project Management shall include, but is not limited to:

- Project Coordination
- Task Oversight and Milestone Completion
- Scope Assignment

- Change Management
- Project Meetings
- Schedule Updates
- Progress Reports
- Risk Management

(a) Project Manager

The responsibilities of the project manager, ("PM") should include the management and timely execution of all tasks and activities required, based upon an agreed upon Statement of Work (SOW), Project Plan, and Project Schedule that will result in the successful completion of the design, integration, testing, cutover and acceptance of the proposed System and related services as defined in this RFP and resulting Contract.

The project manager will have full responsibility for organizing, scheduling, and conducting technical and/or management meetings required for the successful completion of the work defined in the Scope of Services. At a minimum, one (1) status meeting should be held every two (2) weeks or as otherwise mutually agreed.

The project manager will be responsible for tracking status of all tasks and milestones and communicating status and any necessary changes or revisions to the schedule or plans. The project manager will provide periodic status reports and lead project status meetings. Status reports will include at a minimum, tasks completed to date, outstanding tasks/items with estimated date of completion and items requiring resolution with estimated completion.

The City will designate a team consisting of a project manager and key stakeholders to work with the Contractor's project manager. The City may hire a third party to act as Project Manager on the City's behalf for the completion of this project. The Contractor's project manager shall coordinate and assign project tasks identified as key to the success of the project in collaboration with City staff and stakeholders. In addition, the Contractor's project manager shall coordinate all technical project tasks between Contractor's technical personnel and those of the City, including additional City Contractors.

The Contractor's PM will be responsible for consensus building among the various stakeholders and obtaining design approvals, system inputs, agreements, etc., from all agencies and stakeholders involved in or affected by the implementation of the system. This task requires close and continuous liaison with City dispatch operations staff, emergency responder representatives and supporting IT personnel from the City. The ability of the Contractor's project manager to collaborate among all stakeholders will ensure that the requirements of the System and the needs of the participating agencies are met in all phases of the project.

The Contractor's PM must collaborate with the City project manager prior to the kick-off meeting to ensure content of the kick-off meeting meets the City's expectations.

The Contractor's Project Manager is considered to be a key project staff resource.

- (i) The City expects the Contractor to provide a full-time project manager for the duration of the CAD implementation project.
- (ii) The project manager will be responsible for planning and executing all implementation services provided by the Contractor

- (iii) The project manager should have a minimum of five years of experience managing the development and implementation of large, mission critical public safety systems.
- (iv) The project manager should possess a Project Management Professional (PMP) certification. The management of the project must adhere to the Project Management Institute's methodologies, standards and best practices for project management.
- (v) The project manager will serve as the primary point of contact with all contracted staff and has the necessary qualifications and staffing support to assure the successful performance of the project tasks involved and to ensure that the project Schedule and Milestones are met.
- (vi) The Contractor's project manager will work closely with the City's project manager and other designated City representatives to ensure coordination of all project activities.
- (vii) The project manager will be required to be on-site full-time.

The project manager will produce and maintain a Master Project Plan that includes the following elements:

- (b) **Detailed Project Schedule including resources, etc.**
- (c) **Communications Plan**
- (d) **Risk Management Plan**
- (e) **Change Management Plan**
- (f) **Quality Management Plan**

In addition, the project manager shall provide project status reports on a regular basis.

- (g) Executive Sponsor

The Contractor should name a senior manager as Executive Sponsor for the project. This individual shall provide executive oversight to the Contractor's work on this project and resolve any issues that may arise that cannot be resolved through working with the designated Project Manager. This individual will be expected to be on-site during significant project events, such as installation of the core system and any optional capabilities purchased, intervals during system testing and system go-live. The City will also designate an Executive Sponsor for the implementation.

- (h) Other Key Personnel

The Contractor should maintain continuity of project personnel throughout this initiative. The Contractor will be asked not to transfer or replace the Project Manager or other individuals designated as "key personnel" for the duration of the project assignment unless such transfer or replacement is at the request of the City or due to a bona fide illness, family leave, disability, termination of employment, or other reasonable circumstance. Prior to any permitted transfer of "key personnel" to another position, the Contractor should provide the City with at least thirty (30) days' notice of such transfer. This City will approve all replacement personnel.

The Contractor's implementation staff should be fully trained and certified by the manufacturer(s) of the system(s) proposed; training shall be up-to-date. In addition, all key implementation staff should be experienced in similar installations. All personnel assigned to work on the project on-site are subject to fingerprinting and criminal history background checks.

The City should be entitled to remove individuals working on any project for any of the following grounds: (i) unsatisfactory performance that causes negative operational impact or causes the City to commit additional resources to avoid operational impact; (ii) dishonesty or belligerent conduct; (iii) lack of compatibility with the City staff, or (iv) violation of the City's rules or policies. Upon such written request, the City and Contractor will work together to determine a course of action to remedy any such problems.

3. Network Assessment

Although a quote is being sought to replace OEMC routers, switches, firewall software, etc., the City is requesting an assessment of the current infrastructure to determine whether any of the existing routers, switches, etc., can be reutilized. This post-contract assessment should be priced within the integration services line item. Should replacement of part or all of the OEMC network infrastructure be necessary, the city wants to ensure that any remote nodes that will host CAD clients or require dedicated connectivity in the future has compatible network equipment at that remote site. To this end, respondents should include assessing remote routers and switches to ensure their compatibility with the newly proposed network hardware. Respondents should include assessing network equipment at those locations – backup center, CPIC, Midway and O'Hare – likely to host CAD clients or require dedicated connectivity in their network assessment.

4. Solution Design and Software Configuration

The Contractor will be required to detail for the City the potential configuration options that are available to meet the requirements. The Contractor will be expected to configure the CAD software solution to meet the City's business operations and environment. Through the configuration process, the Contractor should assist the City to select configuration options that will meet the City's business requirements and industry best practices.

The Contractor will be required to configure all necessary proposed functionality for the City and is expected to work closely with the City's functional experts to finalize the configurations and transfer knowledge. Configuration and provisioning support tasks will include:

- (a) Support project management in system configuration and provisioning efforts, develop and present plans, updates and reports to the City.
- (b) Coordinate with City decision makers and subject matter experts (SME) to solicit information and data that needs to be provisioned within the new system.
- (c) Provision/load all CAD database files and tables, including, but not limited to, event type codes, units, personnel, priority codes, emergency response areas, response and recommendation plans and resource assignment data.
- (d) Create, modify, and maintain system end-user accounts.
- (e) Configure, load and maintain system security authorizations, user profiles and roles.
- (f) Coordinate with City decision makers and SMEs to assist the City in optimizing the CAD and mobile data configurations and provisioning based on their business practices.
- (g) Provision and maintain the CAD workstation profiles and configurations.
- (h) Provision and maintain the mobile data profiles and configurations.
- (i) Keep track of all changes to data, software, and hardware, both proposed and implemented.
- (j) Escalate code-related items up-the-chain while offering non-code related suggestions and workarounds.

- (k) Perform CAD and mobile operating system updates and apply any software upgrades, patches and/or hot fixes.
- (l) Troubleshoot CAD system problems including documenting anomalies, reviewing error logs, working with the City on the resolution of issues and tracking open cases/tickets.
- (m) Provide technical support for hardware and software installation and maintenance on CAD workstations and mobiles.
- (n) Audit, solicit, coordinate and apply routine updates to the GIS database and map.
- (o) Provide routine and scheduled updates and reports to the City project team, decision makers and subject matter experts on provisioning status, configuration updates and changes.
- (p) Understand and test disaster recovery policies and procedures, complete back-ups and maintain all written documentation.
- (q) Assist in configuring interfaces with other Contractors and applications and participate along with the City on all communications with those Contractors.
- (r) Track and report any City requested enhancements to the software, applications or interfaces.

The Contractor will incorporate into its transition plans the required configuration test and acceptance plans to ensure that all configuration options are properly loaded in the system.

The Contractor will be required to produce solution design and configuration documents as project deliverables prior to the system's final configuration.

The Contractor will be required to produce a configuration document as a project deliverable prior to the system's final configuration.

5. System Interfaces and Integration

The Contractor will be responsible for integrating with the following incumbent City applications and exchanging data as indicated. Detailed functional requirements for the interfaces are contained in Exhibit 4 -- Interface Functional Requirements

Common Name	Directionality	Purpose
Alarm Receiver - King Fisher Fire Box Alarm	One Way	Pull-box alarm interface whereby alarms are sent to CAD, an event created and processed.
Alarm Receiver - Siemens Apogee Building Automation	One Way	Alarm interface to O'Hare whereby alarms are sent to CAD, an event created and processed.
CAD and Mobile Automatic Vehicle Location (AVL) Interface	One Way	Mobiles and GPS devices send GPS coordinates to AVL system. There are serial GPS devices and standalone GPS devices. There are multiple Contractor devices: Grey Island and Trimble. Some Contractor devices report serially through NG application on the mobile and others go directly standalone. Devices use a mix of ATT and Verizon.
E9-1-1 (ANI/ALI) Interface - OEMC VESTA	Two Way	OEMC 911 answering position for ANI/ALI information dump and wireless data.

E9-1-1 (ANI/ALI) Interface - Aviation Sentinel	Two Way	OCC and MCC 911 answering position for ANI/ALI information dump and wireless data.
Banner Board - OEMC	One Way	CAD built in messaging that can display messages on the banner board.
Dispatch Protocol - Internal	Two Way	City developed scripted questions and pre-arrival instructions built into the CAD system for various types of law, fire and EMS events.
Camera Interface - Genetec Security Center	One Way	OEMC Genetec Security provides the video feed via their interface software using Genetec API for display at the CAD positions.
Camera Interface - Honeywell ProWatch	One Way	OCC Honeywell ProWatch provides the video feed via their interface software using Honeywell ProWatch API for display at the CAD positions.
EMS Billing Interface	One Way	CAD event data is sent to EMS billing software.
ePCR Interface - SafetyPad	One Way	SafetyPad is sent CAD event/incident data.
LiNX Interface		Interface between CAD and LiNX database.
ALPR Interface	Two Way	CAD interface to OCC BOSS ALPR system.
Pro-Watch ID Interface	Two Way	Security/badge database query from OCC and MCC CAD.
WebEOC Interface	One Way	Certain CAD event data sent to WebEOC.
Fire Station Alerting - Locution	One Way	Fire station annunciation with Locution is done on the fire station workstation. Includes location, event type, dangerous building information, and other types of data.
Fire Alarm Workstations	Two Way	CAD interface to touch screen workstations for CAD events, status changes and messaging.
Logging Recorder Interface	Two Way	CAD data sent to logging recorder.
Master Clock Interface	One Way	Master time clock interface.
NextGen 9-1-1 Interface	Two Way	CAD interface to process NextGen 911 data.
Airbag Deployment Interface	One Way	The intelligent GPS devices send vehicle information to the AVL server. It creates an event and a notification for the police and fire dispatchers, which if acted upon by the dispatcher can be dispatched to a mobile device.
Agent 511 Interface	Two Way	Interface to send text messages to cell-phone callers who contacted the OEMC that have media to send to the OEMC. Ability to acquire the media from the cellphone users and store the media. Ability to share media with other CAD and mobile users via messaging or attaching to an event.
Pictometry Interface	Two Way	CAD interface to integration with Pictometry.
Radio System Interface - Harris Maestro	One Way	Push to Talk information relayed to CAD to see radio ID.

LERMS Interface - AIRA	Two Way	There is a CAD interface whereby case numbers are requested and received from AIRA. CAD data is sent to AIRA.
NFIRS Interface - First on Scene	One Way	CAD event data is sent to First on Scene for NFIRS reporting.
Rip and Run Interface	One Way	Fire station rip and run printout is done locally on the fire station workstation.
Staffing Interface - Kronos TeleStaff	Two Way	Provides schedule information in CAD so personnel on duty information is displayed.
LEADS/NCIC/HotDesk Interface	Two Way	CAD and mobile functionality whereby they can send queries to LEADS/NCIC and HotDesk.
TDD-TTY Interface	One Way	TDD conversation stored in CAD database and is associated with an event via unique ID.
WebCAD (1,000 users & 300 concurrent users)	Two Way	Ability to access CAD data via web browser for various functionality.
Handheld Device Interface (smart phone/tablet/PDA)	Two Way	CAD interface to support web, Android, iOS and Windows platforms.
Data Warehouse	Two Way	Police mobiles can access CLEAR via a web browser. The OEMC can access CLEAR via a web browser. Provides DIRECT integration functionality to smartly use information from the Data Warehouse within CAD.
Facility Incident Management System (FIMS)	One Way	Provides information about buildings and locations from the City's facility database, such as building floorplans, contacts, and business names within CAD.
Weather	One Way	Current weather data information available both in textual format and overlaid on the map.
Fire Station Status Map	One Way	Ability to quickly view current status of various Fire and EMS units based on station location within the City.

Table 11: Required Interfaces

Details regarding the functionality required from each of these interfaces are included in Exhibit 4 -- Interface Functional Requirements. The Contractor will work with subject matter experts to determine what data and at what points in the process data should pass from and/or back into the CAD System in order to optimize user satisfaction and operational efficiency.

6. Testing, and Acceptance

The Contractor will be required to provide a testing strategy and plan (including scripts) as a project deliverable to the City. Testing plans will include:

- (a) Functional Acceptance Test Plan and Procedures: Testing scripts must be developed to test the Functional Specifications the Respondent indicates are available in their

solution. These scripts must be utilized during Functional Acceptance Testing (FAT) of the Contractor's delivered solution.

- (b) System Interface Testing and Procedures: to exercise all interfaces between systems, both internal and external, to ensure data exchange has successfully occurred.
- (c) System Integration Test Plan and Procedures
- (d) 30-Day (or through one milestone event*) reliability test
- (e) Peak load/system stress testing

*Milestone events include, New Year's Eve, Fourth of July, Halloween, Chicago sports championships.

The Contractor should test against all of the functionality defined in the Functional Requirements. Testing will use City scenarios and City operators. The final testing plan will be signed off by the City prior to the execution of tests.

The implementation Contractor should provide system environments for development/configuration, testing, training, and production.

The Contractor will work with the City to ensure that, at the time of cutover, the system is functioning with performance equal to or superior to that of the existing CAD system.

7. Training and Knowledge Transfer

The City is looking for training services that use employee time efficiently and effectively transfers practical knowledge about the use of the new CAD and Mobile solutions. The City currently has 6 Police CAD trainers and 1 Fire CAD trainer/supervisor. For Mobile Data training, the City expects to be able to identify sufficient numbers of Police and Fire Academy trainers in addition to the OEMC training staff to be developed as in-house training staff. The Respondent's proposed solution should make the best use of those resources throughout the implementation.

Contractor will provide trained and experienced instructor(s) and ensure that they do not perform other duties during the training period that will interfere with instruction. Instructors will provide a survey to trainees to evaluate presentation and course materials for effective feedback to the City.

Training will be conducted in the City environment at one of three OEMC training rooms or at the Police or Fire Academy.

The OEMC training rooms are equipped as follows.

- Police room is equipped for 6 call taking or dispatch positions
- Fire room is equipped for 6 call taking or dispatch positions
- The third training room is equipped with 12 workstations.

Training by City and Contractor trainers may occur at multiple geographically dispersed City locations with classrooms and network connections in order to minimize travel. For example, both the police and fire training academies have CAD training rooms that will be unitlized. The exact specs on these rooms are currently in fluctuation and will be defined at a later time, but the proposal should accommodate an additional 60 total positions across both sites. The

Contractor should provide a training environment that allows users to access all system applications, and associated databases, including the geofile/mapping system. All training should use City data, configuration settings, terminology, business processes, and scenarios. Users logged into the training environment must utilize the same commands, forms and system features as users logged on to the live system. Data entered and commands invoked while logged into the training environment must not corrupt the live system or impede the performance of the live system.

OEMC Operations Personnel and Mobile users work 24/7. The training plan must take into account shift work. Training for 911 Operations Staff should be conducted on a just-in-time basis and be set for no sooner than 30 days before go-live. If the go-live date gets pushed back, refresher courses will be provided by the Contractor at no expense to the City.

End-user training will be focused on functional positions and workflow processes. All personnel comprising a specific functional position in a department will be trained on the system's use specific to their needs with hands on simulation including interfaces with other systems including phone, PSAP, radios, etc. The Contractor will be required to provide the following types of training for end users and administrative personnel.

Training/Group	Recommended Method	Quantity	End Users
FD Call Taking	Contractor instructor led	36	36
FD Dispatching	Contractor instructor led	37	37
FD Supervisors	Contractor instructor led	11	11
Coordinating Fire Communications	Contractor instructor led	2	2
PD Call Taking	Contractor instructor led	151	151
PD Dispatching	Contractor instructor led	239	239
PD Supervisors	Contractor instructor led	17	17
Communications Operations Manager	Contractor instructor led	5	5
Mobile PD/FD Functionality	Train-the-trainer	15 at OEMC	16,000
Administrative/WebCAD District/Station Users	Train-the-trainer	15 at OEMC	250
Data/Configuration	Contractor instructor led	10	10
System Administrators	Contractor instructor led	10	10
Reporting/Analytics	Contractor instructor led/Train-the-Trainer	25	500

The Contractor should provide classroom instruction for all call takers/dispatchers and supervisors, as well as various support staff and management to ensure their complete

understanding of the functional and operational use of the CAD system, mapping and other systems.

The Contractor should provide a detailed outline of each training session's objectives and content at least 30 days prior to the training session for the City for review. The City team and Contractor staff will mutually agree upon the length of each class.

Sufficient training is defined as that level of training that enables the end user to proficiently perform the duties associated with the utilization of the system or, for system administrators, maintenance of the system.

The new system will offer opportunities for operational management and improvement previously not available to the City. Management staff will need to understand how to effectively leverage this capacity. Management reporting training should cover:

- (f) **Standard management reports**
- (g) **Custom report creation**
- (h) **Custom report creation and ad hoc query**
- (i) **Dashboard creation and maintenance**

At the completion of the training, staff must be capable of proficiently operating the System at a level that allows them to confidently use the system to perform their job functions effectively. The Contractor's training program should include evaluation of trainees to ensure that they have learned the course content and can perform all necessary functions on the system. The Contractor will notify the City of any employees that fail this evaluation and provide them additional training as required. The Contractor will repeat a training session at no additional cost to the City if a majority of the trainees have not attained the skills from the training session or fail the evaluation at the end of the training.

The Contractor shall provide trainees with workbooks, training aids, and online functional or technical system manuals prior to or during the training session at no additional cost. The training material provided needs to be dynamic as new addition are added. The material will be provided throughout the term of the contract and will include version release updates. End user training and corresponding training material must be designed for the intended target audience, that is, call takers, dispatchers, management personnel and system administrators, as well as Mobile Data System end users or Web CAD users, if applicable. This will include training end users and trainers on the functions and features of each module applicable to their position to assure they can effectively utilize the system or train other personnel on the use of the system.

Supplemental training and help tools may include:

- (j) **Online content**
- (k) **Video instruction**
- (l) **Interactive classes**
- (m) **Off-line exercises, simulations, and modules to practice skills learned in training**

8. Data Migration

Data will be maintained consistent with the Illinois Local records Act and will be stored in an open architecture or SQL-compliant database. The City currently has a reporting version of the CAD database that may serve this purpose.

- i. The City seeks to minimize the amount of data migrated and stored in the new system.
- ii. Legacy data should be available and accessible for querying and reporting through the CAD system
- iii. Data should be moved from the active system to the archive repository on a regular basis

Currently call-takers and dispatchers have three months of location activity data available in the CAD system for reference on new calls. The City desires that at the time of go-live, call-takers and dispatchers have access to at least three months of location history.

9. Mobile Deployment

The CAD/MDS Contractor will serve a vital role in ensuring that the mobile data software implementation is performed efficiently and with little operational impact. To that end, the CAD/MDS Contractor must work with City personnel to ensure there is coordination and an implementation plan is formulated that meets the City's needs. The CAD/MDS Contractor will be responsible for imaging and configuring the ruggedized laptops and ensuring computers are properly connected to the MDS server. Installation of computers is conducted at the City's automotive install facility and possibly another multiple bay facility secured by the City, if needed. The CAD/MDS Contractor should include whether these facilities will be used in their implementation plan and carefully describe their rollout timeframe and approach. The City will provide personnel to perform the mobile hardware installs and assist with testing with the Contractor's team.

Mobile computer hardware is maintained by one of three OEMC repair shops, currently staffed by fourteen civilian city personnel. There is a secured system image for operating system and application software, developed and tested by the current CAD, as part of the CAD maintenance contract. Changes and updates can be transmitted to units over the mobile networks. Laptops are currently a mix of Windows 7 and Windows XP, with plans to migrate to Windows 7 within three to five years. Contractors working with City personnel, are responsible for performing a system test of the device to ensure the computer is properly powered, GPS signal is received by the application and wireless connectivity is established. The final system test is to ensure the unit is authenticated on the mobile computer server (switch) and properly exchanging data.

It is the City's expectation that the mobile hardware deployment will run in parallel with CAD development and mobile data system development, with mobile computer installs commencing approximately nine months prior to go live of CAD/MDS. To properly plan for a successful deployment, the City is requesting the Contractor assist the city in a comprehensive fleet assessment to inventory existing vehicle types, computer hardware, mounting solutions, wireless equipment and GPS units deployed. Based on this assessment, the Contractor and the City will develop a comprehensive Mobile Kit Matrix that provides a solution for each vehicle type prior to procurement. All Respondent's shall price this assessment effort in their Mobile Software System Integration Services.

D. Maintenance Services

The City is interested establishing a long-term relationship with the selected Contractor. The proposed System architecture is expected to be capable of expansion in a modular and incremental fashion; the Contractor is asked to describe a comprehensive set of maintenance and support services. The City is seeking a maintenance plan that is less reliant on Contractor provided, on-site support to apply routine updates and fixes and transition to in-house routine support model.

That said, the City's resources for updates and on-going configuration are limited. The City would request an on-site DBA and Configuration Manager to work with the City during the on-going maintenance portion of this contract. The Configuration Manager should coach and train City staff, but should be the main contact point for configuration changes and system errors or issues. The City requests that the maintenance team become involved in the project from the outset, in order to understand the architecture and business requirements for configuration and to build a relationship with the City.

Maintenance Tasks will include:

- (a) Applying CAD/Mobile application updates and patches
- (b) System software updates and patches
- (c) Perform DBA functions
- (d) Interface management/configuration/settings/connectivity
- (e) Anti-virus software updates
- (f) Storage area network, router, firewall configuration/management
- (g) Virtualization software, load balancing, clustering configuration/management
- (h) Loading GIS mapping updates
- (i) **Street centerlines**
- (j) **Response area polygons (multiple)**
- (k) **Information layers**
- (l) **Common places**
- (m) **Building footprints**
- (n) **Aerial photo**
- (o) Mobile server/Switch management/Message switching/Routing
- (p) Mobile data computer updates
- (q) Manage Contractor remote access (Contractor typically requires City resource to be involved whenever they are in the system for any reason to ensure security, for training and/or to assist with troubleshooting)
- (r) Troubleshoot application system issues, hardware, network and third-party components
- (s) Ad Hoc report generation
- (t) Specification and vetting of any potential hardware the City may purchase during the term of the contract
- (u) Support for the Mobile client should cover transitions to new, more current operating environments
- (v) Work with other OEMC Contractors to work on other integrations that may arise
- (w) Maintain interfaces with additional systems
- (x) Develop images for hardware in the mobile environment

The City CAD environment includes a network infrastructure (i.e., switches, routers, firewall, intrusion detection software) that maintains connectivity to external interfaces as well as city-owned workstations running various, limited functionality versions of the CAD software. It is the

City's expectation that the CAD Contractor will provide a system design that encompasses their production/test/training and backup environments, as well as the network infrastructure hardware/software necessary to maintain external interfaces or remote CAD workstations. The maintenance and support provided by the Contractor must also include the network environment.

As part of the proposed maintenance plan, the Respondent shall address two separate hardware refreshes to occur no sooner than 2 and 5 years from formal signoff of implementation completion and at the full discretion of the OEMC. This refresh will replace system server hardware, keeping it in line with current generation capabilities. Refresh hardware will be procured by the OEMC. The Contractor should provide consultation and approved hardware specifications prior to procurement. Additionally, the Contractor will perform full certification of procured hardware and installation of the CAD system. Contractor approved hardware shall be guaranteed fully functional for the latest version of the CAD system installed and any subsequent versions as outlined in this RFP.

EXHIBIT 2 – CAD FUNCTIONAL AND TECHNICAL REQUIREMENTS

The CAD functional and technical requirements are presented as a separate Excel File titled: Spec No. 280950 – Exhibit 2 – CAD Functional and Technical Requirements.xlsx and can be downloaded from the [City's website](#). Contractors are expected to respond to every requirement on every worksheet in the file provided.

Respondents must submit their response both as the completed Excel file on a CDROM and as a section in their complete proposal.

INTRODUCTION

The functional and technical requirements outline proposed functionality that the City desires and are not to be considered as the basis for elimination if a single requirement is not met. The functional and technical requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. Include a copy of your responses in the proper section of your complete. PDF proposal with each item marked and all Respondent comments removed. In addition, a completed, electronic copy (Respondent's completed Excel spreadsheet) of each Matrix must be included on the CDROM or flash drive.

In providing specifications and indicating whether those are needed or advantageous to Chicago's operation, Contractor responses will provide an accurate accounting of what functionality their solution will provide and what it will not. Consequently, the selected Contractor will be contractually held to any specification they mark as functionally available and that capability will be tested during the testing cycle.

INSTRUCTIONS -- CAD Functional and Technical Requirements

There are four tabs included in the workbook that you will be reviewing, each containing different functional requirements of a new CAD. They are found below and titled "System", "Common", "CAD", and "GIS".

The functional specifications outlined in the SYSTEM and COMMON tabs (included as part of the CAD MAIN Functional Specification Spreadsheet) represent system requirements as a whole, and common functional requirements that apply to all packages and modules being proposed.

1. Column G (labeled "Availability") shall be completed by Respondents to ensure that the specifications the City deems highly advantageous and advantageous are understood and, correspondingly, Respondents are certifying that: they will deliver the functionality by indicating "Function Available;" will not provide the functionality by indicating "Function Not Available;" or take "Exception" to a specification. The higher the category of importance for a requirement, the greater the scoring weight those specifications will carry.

Use "Function Available" to indicate that the functionality is available out of the box in the Respondents proposed solution and pricing.

Use "Function Not Available" to indicate that the solutions is not available in the Respondent's proposed solution and pricing.

Use "Exception" to describe any other situations for instance, the functionality is available in a module not proposed, or the functionality is available with customization, or the functionality is planned in a future update.

2. Respondent must use only one response per requirement. The requirements responses submitted will become attached to the software license and implementation services agreement or incorporated by reference. Respondent is expected to provide a warranty for all responses marked "Function Available"

3. **Complete the matrix on each tab in each Exhibit.** For the purposes of this RFP, items not answered or marked as an exception on the Matrix will be interpreted as "Function Not Available," and will be factored accordingly for scoring purposes. If the Respondent is not sure if their system provides total functionality as detailed in the functional requirement description or if that functionality may be available in a future release, the Respondent should take an exception to that functionality.

4. Some specifications within the Matrices may appear to be conflicting, where a requirement may request a specific function to be provided in one way, and be followed by another requirement that requests the same function be provisioned for in a different (or potentially conflicting) fashion. The intent of specifications is to solicit a better understanding of each Respondent's method of provisioning the given functional feature, including those that may have options. It is not the intent of the specifications to dictate how the City wants the system to be programmed or provisioned, but simply a method to determine the functionality, including any options, which the Respondent's system provides.

5. Respondents may utilize the "Work Area" to enter notes for internal review and to aid in preparation of the Matrices; however, all Respondent notations in the Work Area should be cleared before submitting to the City.

EXPLANATION OF EXCEPTIONS

In a separate section, provide an explanation of any "*Exceptions*" taken to functions that appear in the Matrix Exhibits. Organize this section by Matrix Name, Tab Name and use the Specification ID for reference. Describe any third party applications and/or customizations necessary to provide the functionality and any other information about the feature or functionality that may be unique to your solution.

EXHIBIT 3 – MOBILE DATA SYSTEM FUNCTIONAL REQUIREMENTS

The Mobile Data System functional and technical requirements are presented as a separate Excel File titled: Specification No. 280950 – Exhibit 3 – Mobile Data System Functional Requirements.xlsx and can be downloaded from the [City's website](#). Respondents are expected to respond to every requirement on every worksheet in the file provided.

Respondents must submit their response both as the completed Excel file on a CDROM and as a section in their complete proposal.

INTRODUCTION

The functional and technical requirements outline proposed functionality that the City desires and are not to be considered as the basis for elimination if a single requirement is not met. The functional and technical requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. Include a copy of your responses in the appropriate section of your complete PDF proposal with each item marked and all Respondent comments removed. In addition, a completed, electronic copy (Respondent's completed Excel spreadsheet) of each Matrix must be included on the CDROM or flash drive.

In providing specifications and indicating whether those are needed or advantageous to Chicago's operation, Contractor responses will provide an accurate accounting of what functionality their solution will provide and what it will not. Consequently, the selected Contractor will be contractually held to any specification they mark as functionally available and that capability will be tested during the testing cycle.

INSTRUCTIONS -- Mobile Data System Functional Requirements

There are five tabs included in the spreadsheet that you will be reviewing, each containing different functional requirements of a new CAD Mobile Data System. They are found below and titled "MD General Requirements", "MD AVL", "MD Mapping", "MD Messaging," and "MD State - NCIC".

1. Column G (labeled "Availability") shall be completed by Respondents to ensure that the specifications the City deems highly advantageous and advantageous are understood and, correspondingly, Respondents are certifying that: they will deliver the functionality by indicating "Function Available;" will not provide the functionality by indicating "Function Not Available;" or take "Exception" to a specification. The higher the category of importance for a requirement, the greater the scoring weight those specifications will carry.

Use "Function Available" to indicate that the functionality is available out of the box in the Respondents proposed solution and pricing.

Use "Function Not Available" to indicate that the solutions is not available in the Respondent's proposed solution and pricing.

Use "Exception" to describe any other situations for instance, the functionality is available in a module not proposed, or the functionality is available with customization, or the functionality is planned in a future update.

2. Respondent must use only one response per requirement. The requirements responses submitted will become attached to the software license and implementation services agreement

or incorporated by reference. Respondent is expected to provide a warranty for all responses marked "Function Available"

3. Complete the matrix on each tab in each Exhibit. For the purposes of this RFP, items not answered or marked as an exception on the Matrix will be interpreted as "Function Not Available," and will be factored accordingly for scoring purposes. If the Respondent is not sure if their system provides total functionality as detailed in the functional requirement description or if that functionality may be available in a future release, the Respondent should take an exception to that functionality.

4. Some specifications within the Matrices may appear to be conflicting, where a requirement may request a specific function to be provided in one way, and be followed by another requirement that requests the same function be provisioned for in a different (or potentially conflicting) fashion. The intent of specifications is to solicit a better understanding of each Respondent's method of provisioning the given functional feature, including those that may have options. It is not the intent of the specifications to dictate how the City wants the system to be programmed or provisioned, but simply a method to determine the functionality, including any options, which the Respondent's system provides.

5. Respondents may utilize the "Work Area" to enter notes for internal review and to aid in preparation of the Matrices; however, all Respondent notations in the Work Area should be cleared before submitting to the City.

EXPLANATION OF EXCEPTIONS

In a separate section, provide an explanation of any "*Exceptions*" taken to functions that appear in the Matrix Exhibits. Organize this section by Matrix Name, Tab Name and use the Specification ID for reference. Describe any third party applications and/or customizations necessary to provide the functionality and any other information about the feature or functionality that may be unique to your solution.

EXHIBIT 4 – INTERFACE FUNCTIONAL REQUIREMENTS

The Interface functional requirements are presented as a separate Excel File titled: Specification No. 280950 – Exhibit 4 – Interface Functional Requirements.xlsx and can be downloaded from the [City's website](#). Respondents are expected to respond to every requirement on every worksheet in the file provided.

Respondents must submit their response both as the completed Excel file on a CDROM and as a section in their complete proposal.

INTRODUCTION

The functional and technical requirements outline proposed functionality that the City desires and are not to be considered as the basis for elimination if a single requirement is not met. The functional and technical requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. Include a copy of your responses in the appropriate section of your complete. PDF proposal with each item marked and all Respondent comments removed. In addition, a completed, electronic copy (Respondent's completed Excel spreadsheet) of each Matrix must be included on the CDROM or flash drive.

In providing specifications and indicating whether those are needed or advantageous to Chicago's operation, Contractor responses will provide an accurate accounting of what functionality their solution will provide and what it will not. Consequently, the selected Contractor will be contractually held to any specification they mark as functionally available and that capability will be tested during the testing cycle.

INSTRUCTIONS -- Interface Functional Requirements

There are twenty-four tabs included in the workbook that you will be reviewing, each containing functional requirements for a different required interface for the CAD Solution.

The functional specifications outlined in the SYSTEM and COMMON tabs (included as part of the CAD MAIN Functional Specification Spreadsheet) represent system requirements as a whole, and common functional requirements that apply to all packages and modules being proposed.

1. Column G (labeled "Availability") shall be completed by Respondents to ensure that the specifications the City deems highly advantageous and advantageous are understood and, correspondingly, Respondents are certifying that: they will deliver the functionality by indicating "Function Available;" will not provide the functionality by indicating "Function Not Available;" or take "Exception" to a specification. The higher the category of importance for a requirement, the greater the scoring weight those specifications will carry.

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Use "Exception" to describe any other situations for instance, the functionality is available in a module not proposed, or the functionality is available with customization, or the functionality is planned in a future update.

2. Respondent must use only one response per requirement. The requirements responses submitted will become attached to the software license and implementation services agreement or incorporated by reference. Respondent is expected to provide a warranty for all responses marked "Function Available"

3. **Complete the matrix on each tab in each Exhibit.** For the purposes of this RFP, items not answered or marked as an exception on the Matrix will be interpreted as "Function Not Available," and will be factored accordingly for scoring purposes. If the Respondent is not sure if their system provides total functionality as detailed in the functional requirement description or if that functionality may be available in a future release, the Respondent should take an exception to that functionality.

4. Some specifications within the Matrices may appear to be conflicting, where a requirement may request a specific function to be provided in one way, and be followed by another requirement that requests the same function be provisioned for in a different (or potentially conflicting) fashion. The intent of specifications is to solicit a better understanding of each Respondent's method of provisioning the given functional feature, including those that may have options. It is not the intent of the specifications to dictate how the City wants the system to be programmed or provisioned, but simply a method to determine the functionality, including any options, which the Respondent's system provides.

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EXHIBIT 5 – OPERATIONAL SCENARIOS AND INTERROGATORIES

Respondent should provide a full and complete response to each scenario and question listed below. Respondent should reiterate each question prior to the response. For your convenience, Exhibit 5 has been included with this solicitation as a Microsoft Word file.

A. Back Up and Fail-Over

The current CAD system runs on a virtual environment using VMware vSphere with three two-node clusters using HP servers and a HP-UX operating system. There are currently three operational environments available for use by the City; testing, training, and production. The automatic fail-over process requires no manual user intervention and it takes approximately 50 to 60 seconds to complete. The City has a backup center that serves as the disaster recovery and off-site data storage. This fully functional disaster recovery site has been installed at O'Hare international Airport.

Respondents must:

- i. Describe the automatic fail-over process they are proposing and verify if that process is automatic.
- ii. Detail the time needed to complete the fail-over process.
- iii. Describe the availability for a geo-diverse and fully functional disaster recovery site at O'Hare.
- iv. What tools are used for backup and recovery? Describe what can be backed up and recovered (i.e., data, configuration settings, etc.).
- v. Describe how you would maintain a solution consisting of multiple physical locations for both data storage and CAD workstation operators as well as CAD mobile users. How would data be networked, synchronized, and protected?
- vi. Have you ever activated a disaster recovery procedure for your application? Please describe.
- vii. Describe any additional security or back up functionality or features available with the proposed solution environment.

B. Hardware and Server Environment

The OEMC performed a hardware refresh in 2015. As part of this upgrade, additional capacity was acquired for future expansion and potential applications. For storage, a Dell Compellent Flash Optimized system with 48TB is in use. This system can support up to 72TB. A Dell PowerEdge M1000E enclosure housing 16 nodes is in use. This system can support up to 32 nodes. The table below summarizes the current server hardware capabilities.

Environment	Blade s	CPU per Blade	Total CPU	CPU	Memory per Blade	Total Memory
Production	4	8	32	Dell M620 Xeon E5-2667V2	256 GB	1024 GB
VM Production	8	16	128	Dell M620 Xeon E5-2667V2	256 GB	2048 GB
VM Test	4	16	64	Dell M620 Xeon E5-2667V2	256 GB	1024 GB

Table 1: Existing Server Hardware

It is preferred that the Contractor's system be compatible with existing hardware. Additionally, it is recommended that any necessary hardware expansion be compatible with existing hardware. During the implementation phase, existing unused hardware resources may be available for use by the Contractor. Within this scope of hardware, the OEMC has the following resources available:

Component	Availability
CPU	32 CPU
Memory	3080 GB
Storage	28 TB

Table2: Available Server Resources

- i. The Respondent shall propose a hardware solution that addresses the following major scenarios. In each case describe physical requirements and technical requirements. Cost shall be articulated in the cost proposal form.
 - Implementation – It is anticipated that existing and new CAD systems will be operational concurrently.
 - Post-cutover – The post go-live operations of the Respondent's system only.

The Respondent's proposed solution shall minimize procurement of new hardware solely for the Implementation phase, especially if that hardware is likely to be unused after the new system goes "live". Utilization of currently available hardware resources, as well as temporary hardware resources provided by the Contractor for implementation, are recommended.

- ii. The Respondent should describe:
 - How their proposed solution will provide a similar virtual environment using multi-node clusters.
 - How the servers will be set up and configured (as-built diagrams).
 - The operational environments that will be available to the City (e.g. production, testing, training, etc.).
- iii. The Respondent should review the current additional City hardware specifications, determine whether the current equipment can be utilized during implementation and post cutover, and to specify any additional hardware or system software that would be necessary in order for the proposed solution to work within the performance standards. Any new hardware or system software that is required by the Respondent's solution should be priced appropriately within Exhibit 6 – Cost Proposal Form.

C. Handheld Devices

The respondent should describe the functionality their system provides for end users utilizing handheld devices such as smartphones or tablets.

- i. Explain whether the functionality utilizes an independent web browser such as Internet Explorer or Google Chrome and if it provides the same functionality as WebCAD.
- ii. Describe whether the functionality can be accessed via an Android app that the user must download.
- iii. Describe whether the functionality can be accessed via an iOS app that the user must download.
- iv. Describe whether the functionality can be accessed via a Windows app that the user must download.
- v. Describe whether the following functionality is available:
 - Receive dispatch information
 - View active events
 - Access closed events
 - View unit status
 - Make unit status changes
 - Run CAD queries
 - Run reports
 - Create self-initiated events
 - View notes/narrative
 - Add notes/narrative to an event
 - Provides mapping interfaces to event locations
 - Can users search for name, vehicle, property, and incidents records
 - Can users see alerts and warnings
- vi. Describe what security and authentication features are available for user log on.
- vii. Describe how data is encrypted in transit and if it encrypted locally on the device at rest
- viii. Describe timeout and lockout features that prevent unauthorized access if a device is lost
- ix. Describe any limitations on the number of users that can access the system.
- x. Describe how this functionality is licensed and priced (e.g., number of user IDs, concurrent users, downloaded apps)

D. Automatic Event Linking

The OEMC is a consolidated 24/7/365 operation that functions in a split operational model; communications staff are assigned to either police operations or fire operations. The 9-1-1 Center currently operates in a call taker and dispatcher operational model for both fire and police; each discipline has staff dedicated to either call taking or dispatching responsibilities.

All incoming 9-1-1 calls into the Operations Unit are answered by a police call taker, and if the event is police related, that call taker processes that event by making a police only CAD entry and then sends it over to the appropriate police dispatcher. Police call takers transfer all fire related callers to a fire call taker who then creates a fire only CAD event if the event requires fire or EMS resources.

Because two separate CAD events are being created for a single incident that require both disciplines, the current CAD system utilizes a unique number embedded in the 911 answering equipment's ALI data to automatically 'link' the police event and the fire event within the CAD system. When viewing either CAD event there is a visual indication to the employees that there is a 'linked' event for the other discipline. They then have the ability to pull up the other

discipline's event and see units dispatched, current unit status and narrative/notes attached to that event.

The City has no current plans to change their current operational model.

Respondents must describe how:

- i. Their proposed solution will provide the same type of automatic event 'linking' functionality that requires absolutely no manual intervention or involvement by the employees.
- ii. How this cross reference indication will be visible to the employees.
- iii. Steps necessary to view the other linked event.

E. Linked Events

Within the current CAD system, and based on current operations, both the police and fire call takers have buttons available to them to indicate whether the other agency or discipline is responding to the same event. Fire call takers have a button in which they can indicate CPD notified. Police call takers have a button to indicate that Fire Apparatus on the Way (FAOW). The same information is available to the police and fire dispatchers.

Respondents must describe how their system provides the same type of functionality for both the call takers and dispatchers.

F. Missions

Each police district is required to submit district plans that identify and prioritize chronic crime and disorder problem areas. These geographical areas vary in size and could be, but not limited to, a single street, group of streets, an intersection, a city block or multiple city blocks. They can be contained within a beat or can cross beat limits. The strategy to deter crime in these areas is to assign specific units to patrol these areas and these assignments are referred to as missions.

The missions and the assignment of officers to these unique geographical areas are causing issues for the current CAD system. Since the geographical area that a mission encompasses can't quickly be configured in the current system for recommendations, the dispatchers must manually determine which events are within a mission area and which are outside. Units assigned within these areas should not be dispatched outside that area and all events within a mission area should be dispatched to the unit assigned within. To track the missions and the units assigned to them they are being entered into the CAD system as events. This causes another problem for the dispatchers when they need to assign those units onto another event as they are already showing busy in CAD.

It is possible that a single police zone to have multiple missions at the same time.

Respondents must describe how their proposed application has been developed and/or programmed to handle missions.

- i. Describe how a unit or units can be assigned to a mission's specific geographical area.

- ii. Explain how a unit or units assigned to a mission will only be recommended to events within that mission's geographical area.
- iii. Explain how a unit or units assigned to a mission will not be recommended to other events within that beat or police zone.
- iv. Explain the steps necessary within your system to quickly configure a mission area.
- v. Explain how mission areas are displayed on the map.

G. Anonymous Button/Field

The current CAD system has an anonymous button available to the call takers within the event entry screen that hides any data related to the calling party. At any time during the event entry process, if the anonymous button is activated all data related to the caller is hidden within the event record and can't be viewed by any of the users, both CAD and mobile. This includes any data that is manually entered by the call taker or transferred from the 911 answering equipment interface. Authorized users with the proper security settings do have access to view the caller's data.

Respondents should provide a description on how their system provides this same type of functionality so that caller information can remain anonymous.

H. Cross Street Block Ranges

In the current CAD system two cross streets are displayed for each CAD event location. Each of the cross streets includes the low block number for that street. Because of the current grid system for addressing in the City, the inclusion of the block range along with the appropriate cross street is viewed as being more critical to the responding personnel and units than just the name of the cross street.

For example:

Location: 7100 S ABERDEEN ST

Cross Street: 1101 BL W 71ST ST / 1059 BL W 72ND ST

Respondents should describe:

- i. How their system can incorporate block ranges with each cross street listed.
- ii. How cross street block range information can be made available to CAD, mobile and fire station users.
- iii. Similar type of functionality provided to other agencies.

I. Fire Station Alerting Workstation

Each of the City of Chicago's fire stations has a Fire CAD joker stand alarm terminal in which the Locution fire station alerting and CAD system have been integrated. The alarm terminal has touch screen capability only and there is no keyboard or mouse available to the users. One workstation is installed in each fire station.

The fire station alerting interface provides:

- Automated dispatch announcement over the station's public address system

- Units due
- Event priority
- Event type
- Time/date
- Location, floor
- Cross streets
- Limited patient information
- Ability to acknowledge the event
- Rip-and-run print-out

The CAD system sends a message with the specifics of the event (assigned units, event type, location, etc.) to the alarm terminal at each fire station due on the call. The alarm terminal sends a message to the Location Server, which performs the following:

- Assembles a spoken-word dispatch message using word “bits” stored in a pre-recorded audio database
- Activates the PA system in the fire station
- Speaks the event dispatch in a clear, accent-neutral voice over the station PA system

The left/right side of stereo audio is used to control external/internal speakers; one channel is for outside speakers, and the other channel is for inside speakers.

In addition to the voice dispatch, the alarm terminal displays the CAD event information, including location, event type, etc., on a touch screen display. There are status buttons for each unit that is housed in that station at that time. When the fire station personnel understand the location and type of event, they use the touch screen to acknowledge their response. This information is sent back to the fire dispatcher so they know personnel are gearing up to respond to the event. Function keys can be used to display the box card, location information and location history for the dispatched location. Another function key displays event summary data for active fire events that are in the on-scene status.

Administrative messaging through the alarm workstation provides notifications to the fire stations for inactive hydrants and street closures within their first due area. There is no other access to CAD within fire stations other than the alarm workstation.

Respondents must describe in detail how their proposed system can provide the same type of functionality. Describe how:

- i. The workstation will display each unit assigned to the station.
- ii. Provide a summary of status changes that will be available for each unit displayed and assigned to the station.
- iii. Dispatched event information is displayed. List all data fields.
- iv. Patient information is displayed.
- v. Premise hazard information is displayed including dangerous buildings.
- vi. Messages are sent to and from CAD.
- vii. Other CAD data, such as but not limited to, pending events, active events, available units, etc. can be accessed
- viii. Events will print at the fire stations.

J. Fire Station Mapping

The current CAD system is interfaced to a LED wall map that depicts the current status of all City fire stations. The map provides a visual representation for the current status of units assigned to those fire stations. For multi-alarm events, the map assists on-duty Fire Supervisors in determining where units should change quarters to other stations in order to provide more complete coverage within the City. The map system can be independently maintained via the keyboard even if connectivity to the CAD system is interrupted. The visual indications for the stations are:

- Green light indicates an engine is available for dispatch
- Yellow light indicates the truck company is available for dispatch
- Red light indicates that none of the station's unit resources are available for dispatch or recommendation

When a unit is dispatched in the CAD system the unit's corresponding light is changed to red indicating that it is committed to an event and not available for recommendation to another call. Another smaller map displays the location and status of Battalion Chief firehouses and there are specific lights that represent the status of the six Deputy District Chiefs. The large LED wall map serves two purposes for Fire Operations. First, it depicts on one map resource availability and utilization by station without other data noise in the background. Second, it displays that same information in a manner that the whole operations floor can see statuses at the same time.

Respondents must describe:

- i. Whether and how their solution can provide functionality that serves the same purpose as the current LED map but utilize current technology to provide that functionality. This includes the ability to display the status map in a method and size similar to today (e.g. video wall, wall screen, etc.)
- ii. Any enhanced functionality provided by their solution along with any ability to provide additional access to view this status map to other users on the system.

K. Camera System Interface

Within the current CAD system the call takers have a CAD interface to the City's Genetec Security Center camera feeds. When an event is entered the interface displays any cameras that are located within a 150' radius of the event. A maximum of four cameras will display on the map and the call taker has the ability to select and control those cameras via the interface. The Operations Center also has the camera interface but their system displays any cameras within 600' of the location of the event.

Respondents must describe in detail how their proposed system can provide the same type of camera interface functionality. Describe how:

- i. Cameras are displayed on the map.
- ii. Camera functionality will be made available to the call takers such as, but not limited to focus, pan, left and right, tilt, up and down, zoom in, zoom out.
- iii. The camera interface is opened and closed.
- iv. Similar systems and functionality have been installed at other agencies.

L. Emergency Medical Dispatch

The City uses their own Chicago Emergency Medical Dispatch (EMD) system that has been incorporated in the current CAD system. The interface provides the ability to enter pertinent caller information along with a list of pre-configured questions that is based on the medical complaint provided by the caller. The system also provides pre-arrival medical instructions that can be provided to the caller to help the patient prior to the arrival of an ambulance or first responders. The pre-arrival questions and instructions are based on a program that has been developed with a local hospital and have been configured in the current CAD system.

Respondents must describe:

- i. How their system will allow the City to configure their local EMD protocols including, but not limited to, the City event types, questions, answers and pre-arrival instructions.
- ii. Any similar systems and functionality that has been installed at other agencies.

M. Dangerous Buildings Notification

The term "dangerous building" is used to describe any building, shed, or other manmade structure that because of faulty construction, lack of proper repair, in poor condition, danger of collapse or because of the lack of doors or windows is accessible and frequented by malefactors or disorderly persons who are not lawful occupants of the structure. In addition, a building may be known to contain hazardous materials.

These types of buildings are maintained and available for display to CAD, mobile users and fire alarm terminals as a premise hazard. In addition, if a location has been deemed as a 'dangerous building' that detail is also included in the automated fire station alerting announcement.

Respondents must describe:

- i. How their proposed system provides the same level of functionality.
- ii. How past clients have maintained their dangerous buildings database.

N. Weather

OEMC desires the ability to view weather data in real time against their CAD events. In particular, wind and precipitation expectations would assist Fire Operations decision-making. In the past an interface allowed a user to query various pre-defined locations that have been configured in the system. Weather data was stored for forty-eight hours and allowed the user to query the data by date and time. The weather locations were updated and stored every fifteen minutes.

Some of the data that was available includes:

- Date
- Time
- Temperature
- Humidity
- Wind direction
- Wind speed

- Dew point
- Precipitation levels

Respondents must describe:

- i. How their solution could provide this same type of functionality so that current weather conditions can be displayed.
- ii. Any additional functionality that the respondent's system can provide, such as, but not limited to additional data, ability to display weather map overlays on the CAD mapping.
- iii. If the system requires pre-defined locations to be built.

O. Radio Assignments Pending

Radio Assignments Pending (RAP) are periods of time when there are no available units in an individual police district to dispatch to pending events. Currently, the Dispatchers must document each time their position depletes all their available police resources and goes into a RAP mode. The current RAP documentation procedures are cumbersome at a time when Dispatchers are already busy. Much of this documentation process requires the dispatcher to create 'screen prints' and cut-and-paste screen prints into other documents and then forward those documents to others. In addition to the paper trail, there are a number of other notifications they need to make such as, but not limited to, OEMC supervisors, field supervisors, etc.

Respondents should describe:

- i. Any way their system can simplify the RAP documentation process and required paper trail.
- ii. Ways their system can alert dispatchers and field personnel that district resources have been reduced to a critical level.
- iii. Ways their system will alert dispatchers and field personnel that district resources have been depleted.
- iv. Reports that can be generated to document RAP periods. Designate whether these reports are manually generated or and whether they can be scheduled to run automatically when a RAP situation occurs.

P. Police Records Division Numbers

The current CAD system generates all police records division (RD) numbers; commonly referred to in the industry as case numbers. There is a current interface between the CAD system and Chicago Police Department's Automated Incident Reporting Application (AIRA) that allows AIRA to pull the next due sequential RD number from CAD for use in the RMS system.

Respondents should describe:

- i. How the system they are proposing will provide the same functionality. Respondents should provide sufficient detail to allow the City to have an understanding of how this interface will work.
- ii. Whether and how the system will notify a user if they attempt to generate a RD number in AIRA that already has a number assigned.
- iii. Whether and how the system will prevent a user from getting a new RD number if there is already a RD number assigned.

Q. DOC Deployment Areas

The City of Chicago specifies defines geographical locations as DOC deployment areas. These areas can be updated in CAD as often as weekly basis. DOC is an acronym for Deployment Operations Center, an initiative designed to concentrate uniformed officers within specific high crime areas within the city of Chicago. There are specific CAD functions in the existing system that allow the OEMC to assist the Police Department in the analysis of their DOC initiative.

Within the CAD system the dispatcher can query a location to determine if the address is in a DOC deployment area (designated as a gang loitering hotspot) or not. If it is in a deployment area, the response back indicates such along with the appropriate DOC area. If it is not in a DOC deployment, the query sends a response back indicating the location is not in a DOC area. In addition to the command line functionality, the dispatcher can pull up a list of all DOC locations by Area loaded into the CAD system.

When a dispatcher places a unit with a specific status code utilized in logging DOC activity, the CAD system automatically verifies the location to determine if it is in an active DOC deployment area. If it is, they then receive a success message from the CAD system that the command line function was completed. If the location being used is not in a DOC area, the dispatcher will get a warning message with the option to over-ride. The dispatcher must notify the unit the location given is outside the specified area and the unit must acknowledge the out of bounds area.

Activity in these hot spots allow for “additional charges” for criminal activity. Specific CAD commands have been developed in the current CAD system for the documentation of activity within a DOC area (GL = Gang Loitering, NL = Narcotics Loitering and GN = Gang/Narcotics Loitering). Dispatchers can place units on CAD events from the Command line using those commands. School Safe Passage Zones are another geographic distinction that could be treated in this manner.

In the current CAD system the call taker can click a button in the event entry screen that checks the input location to determine if that location is in a DOC deployment area. Dispatchers have a similar button in an active event screen. If the location is in a deployment area, then a drop down box and the DOC area the input location is located in is displayed. If the entered location is not in a DOC deployment area then the drop down box will be empty. There is no indication on the map for DOC deployment areas.

Respondents should:

- i. Describe how the system they are proposing will provide the same or similar functionality as that listed above. The Respondent should also list any additional functionality that would be available above and beyond that listed above.
- ii. Explain the steps necessary to enter the DOC areas into the CAD system.
- iii. Indicate if the DOC geographical areas entered into the CAD system can be displayed on the map and the steps necessary to do that.
- iv. Describe how a user can query a location to determine if the location entered is in a DOC deployment area. Also explain how the user is notified that it is or is not in a deployment area.
- v. Identify whether and how commands can be configured to manage unit activity within these areas.

- vi. Describe what steps are necessary to place a unit on DOC activity from the command line. If the location is verified to be in the DOC area and, if not, if there is an over-ride option.
- vii. List the steps required for both call takers and dispatchers to check DOC areas.
- viii. Indicate whether history will be available for an entered DOC location.

R. Cell Phone Media

The existing CAD system has an interface to Agent 511 that allows wireless phone media (pictures and video) to be sent and shared with CAD workstations and mobile data users. If a wireless caller has media available, the call taker sends the caller a link to which the caller can send their media. The media sent by the caller is received by an authorized workstation and the user who reviews the media determines if the media should be attached to an existing CAD event, emailed to a user or send the media to a user via CAD messaging.

Respondents should describe:

- i. How the system they are proposing will provide the same type of functionality for receiving media from wireless callers.
- ii. The steps necessary for the call taker to send a link to the wireless caller.
- iii. How the media is received and processed once the wireless caller sends the media to the link they received.
- iv. How the system is configured to allow only authorized workstations and users to receive and view the media.
- v. The steps necessary to attach the media to CAD events.
- vi. The steps necessary to attach and send the media via CAD messaging.
- vii. How the solution secures image, audio, and video file uploads via cell phones in a way that properly accepts and validates the data while protecting the City from downloading malicious files?

S. Box Card Display

The current CAD system allows a dispatcher to view the box card assignments for a verified event address or location. This information includes:

- Box Number
- Signal
- Location
- Still Box (apparatus due orders)
 - Engines (20)
 - Trucks (6)
 - Squad (1)
 - Command Van (1)
 - Ambulance (1)
 - District Deputy Chief (1)
 - Battalion Chief (1)
- Change of Quarters for:
 - Still & Box
 - 2-11

- 3-11
- 4-11
- 5-11

Respondents should describe how the system they are proposing will provide the same type of functionality to allow static assignments for specific box alarms to be pulled up and viewed.

T. Interface Experience

The City of Chicago is requiring that the Contractor develop (or provide the platform to develop) interfaces to and from many different applications.

- i. Use the table below to list your experience interfacing with the following systems. Indicate whether the interface is existing (you have developed it in the past) or whether it would be a custom interface for the City of Chicago. List all of the clients/projects that use each interface.

City Interface	Existing or Custom	Clients/Projects Using the Interface
Alarm Receiver - King Fisher Fire Box Alarm		
Alarm Receiver - Siemens Apogee Building Automation		
CAD and Mobile Automatic Vehicle Location (AVL) Interface		
E9-1-1 (ANI/ALI) Interface - OEMC VESTA		
E9-1-1 (ANI/ALI) Interface - Aviation Sentinel		
Banner Board - OEMC		
Dispatch Protocol - Internal		
Camera Interface - Genetec Security Center		
Camera Interface - Honeywell ProWatch		
EMS Billing Interface		
ePCR Interface - SafetyPad		
LiNX Interface		
ALPR Interface		
Pro-Watch ID Interface		
WebEOC Interface		
Fire Station Alerting - Locution		
Fire Alarm Workstations		
Logging Recorder Interface		
Master Clock Interface		
NextGen 9-1-1 Interface		
Airbag Deployment Interface		
Agent 511 Interface		
Pictometry Interface		

Radio System Interface - Harris Maestro		
LERMS Interface - AIRA		
NFIRS Interface - First on Scene		
Rip and Run Interface		
Staffing Interface - Kronos TeleStaff		
LEADS/NCIC Interface		
TDD-TTY Interface		
WebCAD (1,000 users & 300 concurrent users)		
Handheld Device Interface (smart phone/tablet/PDA)		
Alarm Receiver - King Fisher Fire Box Alarm		
Alarm Receiver - Siemens Apogee Building Automation		
CAD and Mobile Automatic Vehicle Location (AVL) Interface		
E9-1-1 (ANI/ALI) Interface - OEMC VESTA		
E9-1-1 (ANI/ALI) Interface - Aviation Sentinel		
Banner Board - OEMC		
Dispatch Protocol - Internal		
Camera Interface - Genetec Security Center		

Table 3: Respondent Interface Experience

- ii. Describe your interface protocols and tools used to develop interfaces.
- iii. Describe any other enterprise systems with which you have interfaced that may be of interest to the City.

U. Reporting and Analytics

The City currently generates numerous reports using CAD data.

- i. Please list the standard reports that your system offers.
- ii. Please provide sample reports for:
 - Resource utilization
 - Event type summary
 - Unit history summary
 - Event detail
 - Unverified locations
- iii. Please describe the process for accessing and generating canned reports both from the CAD client and from an administrative CAD solution, and WebCAD.
- iv. From time to time the City will require ad hoc reporting. Please explain the process for generating ad hoc reports from the CAD system.

V. Data Warehousing

The City currently maintains a reporting database in accordance with historical data consistent with the Illinois Local Records Act. Various investigative and reporting divisions utilize this database for reporting. Going forward, the City will want to continue to archive all CAD data (Police, Fire, and Airport) in an accessible data warehouse that can be queried and reported from.

- i. Please describe how CAD data will be made available via a data warehouse for external divisions and agencies using their own reporting tools such as Business Objects.
- ii. How will the legacy data be transformed to synch with the data from the new system?

W. General Solution Capabilities

- i. How does the proposed solution store images, documents, audio, and video files? Can these file types be associated with other entries besides CAD events (e.g., locations, alerts, BOLOs).
- ii. What is the storage limit for each type of allowed attachment (e.g., documents, images, audio files, video files, etc.)?
- iii. Describe the solution's method and capabilities to clone data and configuration settings across environments e.g. from training to production.
- iv. The CAD and Mobile Data software, server and network infrastructure must be designed to perform during very high volume events. Describe how the proposed solution provides capacity on demand in high load or emergency operating conditions (e.g., natural disaster, unexpected weather condition, mass casualty event, national conference, political event, etc.) that could double the everyday data traffic handled by the system. Describe how the system will be stress or load tested to emulate such high volume events to demonstrate the systems capability to perform at such peak levels for extended periods of time (i.e., 5 days).

X. Configuration Environment

- i. Describe the process to rename, add, move, or delete fields on the user interface? What impact do changes like these have on the database? What impact will patches and upgrades have on the City's personalized user configurations?
- ii. Please describe to what extent the proposed solution allows users and administrators to customize what appears on the screen and where it is placed. Describe how these configurations are saved, recalled, modified, and deleted.

EXHIBIT 6 – COST PROPOSAL FORMS

Respondent shall submit a detailed outline of all project costs, including software licensing (i.e., software licensing and maintenance, subscription services, implementation services, required or optional hardware, maintenance and any and all other costs. For ease of comparing costs between Respondents, Respondent's Cost Proposal must be presented on the RFP Cost Proposal Forms -- Exhibit 6. Respondent shall provide additional details as necessary to fully explain the cost proposal and will highlight any costs that do not fit cleanly into the Cost Proposal Form.

Complete the pricing tables on all five tabs after the Summary tab in Exhibit 6 Pricing from the five worksheets should automatically roll up and be summed in the Summary tab. Functionality or interfaces referenced elsewhere in the RFP (i.e., Functional Requirements Matrices) are not to be included in the Respondent's pricing unless specifically asked for on the pricing form. Respondents may also provide internal pricing forms as supporting documentation to the City's forms.

As a part of Exhibit 6, Respondent shall also submit pricing for eight years of maintenance, with the aforementioned annual increase not to exceed 3% or CPI-U limit, whichever is lower so the City can calculate its fifteen-year total cost of ownership.

Respondent should document all assumptions used to calculate costs that would not be included in the contract between the Respondent and the City resulting from this RFP. In addition, Respondent may provide their internal pricing forms to augment the information provided in Exhibit 6. The City reserves the right to request revised pricing from all Respondents. The City reserves the right to negotiate a final fixed price and all terms and conditions with one or more Respondents.

All proposed costs must be fixed and in writing. Costs must reflect all discounts and cost reductions based on multiple licenses/sites or other considerations. The City of Chicago anticipates awarding a contract and issuing a Notice-to-Proceed to the selected Contractor under this RFP for a firm, fixed price for software, hardware, and implementation services with payments made on a milestone basis.

EXHIBIT 7 – COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) Headquarters City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: ☐ Prime ☐ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐ Other: _____
- (7) Number of Years in Business: _____
- (8) Total Number of Employees: _____
- (9) Total Annual Revenues separated for last 3 full fiscal years:

- (10) Major Products and/or Services Offered:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm's strategy for providing CAD/MDS Implementation Services for clients:

- (13) Briefly describe your firm's experience with CAD/MDS Implementation Services for clients:

EXHIBIT 8 – COMPANY REFERENCES/CLIENT PROFILE INFORMATION

PROJECT REFERENCE FORM

Please complete one Project Reference Form for each of your ten (10) CAD implementation projects by average annual event volume. Projects must have been begun within the past 10 years. You may submit additional project forms if you feel the experience is relevant, but not one of your ten largest implementations. If Respondent proposes that major portions of the work will be performed by sub-contractors members (e.g., one entity provides the software and another entity performs implementation services), Respondent must provide at least three (3) references for each such team member, preferably from similar government entities related to contracts of similar scope and magnitude as described in this RFP. No more than one (1) of these references may be from previous or current contracts between such team member and the City.

Project Name and Location: _____

CAD Product and Version: _____

Client Name: _____

Client Organization Size

Number of Seats: _____

Average Annual Call Volume: _____

Average Number of Annual Events: _____

Project Start Date: _____ Project Go-Live Date: _____

Initial Contract Amount: _____ Final Project Amount: _____

Jurisdictions involved: _____

Disciplines involved: _____

Project Scope and Description: _____

Discuss significant obstacles to implementation and how those obstacles were overcome.

Is the client still using your company for CAD services?

Respondent Project Manager: _____

List all Applications that were interfaced with the CAD Software.

Client Project Implementation Manager/Reference

Name: _____ Title: _____

Phone: _____ Project Role: _____

Client 9-1-1 Center Manager

Name: _____ Title: _____

Phone: _____

**EXHIBIT 9 – Special Conditions Regarding Minority and Women Owned
Business Enterprise (M/WBE) Commitment**



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 403
Chicago, Illinois 60602-1284
Fax: 312-744-3281

SPECIAL CONDITIONS for PROFESSIONAL SERVICES MBE & WBE

**SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT
AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL
SERVICES**

I POLICY AND TERMS

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, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities 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, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, 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.

Accordingly, the Contractor commits to make Good Faith Efforts 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%
WBE Contract Goal: 5%

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 government 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 MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

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.

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.

Pursuant to 2-92-535, the prime contractor may apply to be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

II DEFINITIONS

- a. "Area of Specialty" means the description of a MBEs 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 and WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The City of Chicago 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.

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal,

qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. 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.
- l. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: 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 government contracts held by that contractor.)

- n. "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- o. "Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.
- p. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- q. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- r. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- s. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

III Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- A. The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if:
 - 1. The MBE or WBE joint venture partner's share in the capital contribution, control,

management, risks and profits of the joint venture is equal to its ownership interest;

2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 3. Each joint venture partner executes the bid to the City; and
 4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the contract's MBE/WBE participation goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

C. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Notice: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

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

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.
 - C. If the MBE or WBE performs the work itself:
100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**
 - D. If the MBE or WBE is a manufacturer:
100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
 - E. If the MBE or WBE is a distributor or supplier:
60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
 - F. If the MBE or WBE is a broker:
 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 2. As defined above, Brokers provide no commercially useful function.
 - G. If the MBE or WBE is a member of the joint venture contractor/bidder:
 1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
 3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
 - H. If the MBE or WBE subcontracts out any of its work:
 1. 100% of the value of the work subcontracted to other MBEs or WBEs performing

- work in its Area of Specialty may be counted toward the Contract Specific Goals.
2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C.1. above).
 3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder 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'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.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort 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; and
- 2) Bidders responding 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 or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

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 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.. 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 MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Name, address, email and telephone number of MBE/WBE firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE Contractors that includes:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
 - v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals; not imposing any limiting conditions which were not mandatory for all subcontractors; providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

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 must provide the following information:

- a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - b. A listing of all potential subcontractors contacted for a quotation on that work item;
 - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
3. Other documentation that 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:
- a. The City's estimate for the work under a specific subcontract;
 - b. The bidder's own estimate for the work under the subcontract;
 - c. An average of the bona fide prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

A. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder 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 Contract Compliance Officer may contact the assist agency for verification of notification.

B. 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 Chief

Procurement Officer, 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 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

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 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 or Cook County, Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County 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-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above. In order to demonstrate the MBE/WBE partner'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) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. 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, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE Contractors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

D. Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VII REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor will, not later than thirty (30) calendar 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 will be made available to the Chief Procurement Officer upon request.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbbe.com>

- E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VIII. CHANGES TO COMPLIANCE PLAN

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal;
 8. Subcontractor provided false information; or
 9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
 - 10) Termination of a Mentor Protégé Agreement.
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-

WBE.

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

IX. NON-COMPLIANCE AND DAMAGES

- A. Without limitation, the following shall constitute a material breach of this contract and 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 demonstrate good faith efforts to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

X. Arbitration

- A. In the event 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 a MBE/WBE.

- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral 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, within ten (10) calendar 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 arbitration fees are to be paid *pro rata* by the parties, 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) calendar 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) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

Attachment A – Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773) 928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Black Chamber of Commerce
331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 644-8557
Web: www.nawbochicago.org

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

National Organization of Minority Engineers
33 West Monroe, Suite 1540
Chicago, IL 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

South Shore Chamber, Incorporated
Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

Women Construction Owners & Executives
(WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

January 2012

Attachment B – Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No. 280950

Project Description: Computer Aided Dispatch (CAD) Software, Hardware, and Implementation and Maintenance Service

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

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

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

within (10) ten business 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 ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.
Sincerely,

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Specification No: 280950
Project Description: Computer Aided Dispatch (CAD) Software, Hardware, and Implementation and Maintenance Service

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 on 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.

1. Name of joint venture: _____

Address of joint venture: _____

Phone number of joint venture: _____

Contact person for matters concerning MBE/WBE compliance:

2. Identify each non-MBE/WBE venturer(s): _____

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning MBE/WBE compliance:

3. Identify each MBE/WBE venturer(s): _____

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning MBE/WBE compliance:

4. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

5. 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/WBEs 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.
6. 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):
 - i. Profit and loss sharing: _____
 - ii. Capital contributions:
 1. Dollar amounts of initial contribution: _____
 2. Dollar amounts of anticipated on-going contributions: _____
 - c. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

 - d. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

 - e. Provide copies of all written agreements between venturers concerning this project.
 - f. 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:

7. 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:

- 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):

- i. Supervision of field operations: _____
- ii. Major purchases: _____
- iii. Estimating: _____
- iv. Engineering: _____

8. 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?

9. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture

Note: If any personnel proposed for this project will be employees of the joint venture:

Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____

Identify by name and firm the individual who will be responsible for hiring joint venture employees:

Which venturer will be responsible for the preparation of joint venture payrolls?

Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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 ventures 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.

Notary Public Signature: _____

(Seal)

Commission Expires: _____



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

SUB-SUBCONTRACTING LEVELS

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

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

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

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 10 – ONLINE CITY OF CHICAGO ECONOMICS DISCLOSURE STATEMENT AND AFFADAVIT AND APPENDIX A (EDS) INSTRUCTIONS

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR CAD SOFTWARE, HARDWARE, AND IMPLEMENTATION AND MAINTENANCE SERVICES, SPECIFICATION NO. 280950, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A **“CERTIFICATE OF FILING”** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE “CONTRACT” (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 6.2.9, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of

the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Contractor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Contractor Number, if available.
 - _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).

- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don’t have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Contractor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please

note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

Attachment A, Online EDS Acknowledgement

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 280950 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)
County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

EXHIBIT 11 – CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

INSURANCE REQUIREMENTS

Office of Emergency Management and Communications Computer Aided Dispatch (CAD) Software, Hardware, and Implementation and Maintenance Service

Contractor must provide and maintain at Contractor's own expense during the term of the Agreement and time period following expiration if Contractor is required to return and perform any additional work or Services under the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit and \$1,000,000.00 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000.00 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products liability and completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on ISO endorsement form CG 2010 for ongoing operations and/or form CG 2037 for after project completion or on a similar additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$5,000,000.00 per occurrence, or the full per occurrence limits of the policy,

whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$20,000,000.00 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Error & Omissions/Professional Liability

When any system technician, data base administrator, systems administrator, project managers or EDP professionals including but not limited to system programmers, hardware and software designer, hardware and software designers/Contractors or other professional Contractors perform work or Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$5,000,000.00 Coverage must include but not limited to contractual liability, performance of or failure to perform other computer services and failure of CAD System Software product to perform or cause to be performed the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 3 years.

6) All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property including Office Emergency Management and Communications equipment, materials, parts and supplies that are part of the project during the course of development, implementation, installation, testing, upgrade and repair, rehabilitation, replacement/maintenance of the CAD System in the care, custody and control of the Contractor. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property including materials, part or supplies at full replacement cost incurred during inspection installation, modification, maintenance and/or repairs to Computer-Aided Dispatch (CAD) system and equipment while in the care, custody and control of the Contractor or loss to any other City property as a result of the Agreement.

Hosting Site – (If Applicable)

Contractor is to provide evidence of All Risk Property Insurance for Property (Hosting) Site of Contractor that is part of the Agreement.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall Room 806, 121 North LaSalle, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor 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 and ten (10) days prior written notice for non-payment of premium

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	280950
Address (Street):		RFP:	
(City/State/Zip)		Project #:	
		Contract #:	
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				
Claims made [] Occurrence				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$
Independent Contractors				
Personal Injury				
Pollution				Products/Completed Operations Aggregate \$
Automobile Liability				
Excess Liability				CSL Per Occurrence \$
Umbrella Liability				Each Occurrence \$
Worker's Compensation and Employer's 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 worker's compensation and professional liability, will read: "The 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	Signature of Authorized Rep
City of Chicago	Agency/Company:
Procurement Department	Address
121 N. LaSalle St., #403	Telephone
Chicago, IL 60602	

For City use only

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

EXHIBIT 12 – CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

Current as of: June 22, 2016

BUSINESS ASSOCIATE AGREEMENT

The City of Chicago (“City”) and (“Business Associate”) agree to the following terms and conditions, which are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations:

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, “HIPAA”). See 45 CFR parts 160 and 164.

Specifically, the following terms used in the Business Associate Agreement shall have the same meaning as in HIPAA: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Financial Remuneration, Fundraising, Health Care Operations, Individual, Marketing, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. The term “Breach” has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below.

For purposes of this Business Associate Agreement, the term “Protected Health Information” or “PHI” includes electronic PHI, also known as ePHI.

1. Interpretation of this Business Associate Agreement. A reference in this Business Associate Agreement to HIPAA means the section in effect or as amended. If there is a dispute as to whether Business Associate is, in fact, a Business Associate, the Business Associate must provide a legal memorandum to the City indicating why the Business Associate does not fall under the definition of Business Associate in HIPAA. If the City disagrees with the legal memorandum regarding the Business Associate’s conclusion that Business Associate is not a Business Associate, the City may choose to report a Breach to the Secretary or take other measures as deemed necessary to ensure the City’s compliance with HIPAA. Any ambiguity or inconsistency in this Business Associate Agreement shall be resolved in favor of a meaning that permits City to comply with HIPAA.

2. Amendment of this Business Associate Agreement. The parties hereto agree to negotiate in good faith to amend this Agreement from time to time as is necessary for City to comply with the requirements of HIPAA and for Business Associate to provide services to City. However, no change, amendment, or modification of this Agreement shall be valid unless it is set forth in writing and signed by both parties.

3. Designation of HIPAA Officer(s). Business Associate agrees to designate, in writing, a HIPAA Privacy and Security Officer(s) who will communicate with the City’s HIPAA Privacy and Security Officers for purposes of this Agreement. Business Associate agrees to notify the City’s

HIPAA Privacy and Security Officers of such designation and the contact information of such officer(s):

Stephen Murphy
HIPAA Privacy Officer
312-747-9605

Stephen.murphy@cityofchicago.org

Tina Hauri
HIPAA Security Officer
312-744-2250

Tina.hauri@cityofchicago.org

4. Uses and Disclosures of PHI. Business Associate must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement, as necessary to perform the services in this Agreement, or as required by law.

- a. Business Associate will not sell PHI or use or disclose PHI for the purposes of marketing or fundraising.
- b. Business Associate shall not directly or indirectly receive financial remuneration in exchange for any PHI of an individual or in exchange for making communications regarding treatment or health care operations purposes, unless otherwise allowed in this Agreement.
- c. If Business Associate is authorized to use PHI to provide the City with de-identified information, Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the Agreement.
- d. Business Associate may use PHI to provide data aggregation services to the City, relating to the health care operations of the City.
- e. Business Associate may use and disclose PHI received by the Business Associate in its capacity as a Business Associate to the City, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such disclosure, the following requirements are met:
 - i. The disclosure is required by law; or
 - ii. The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been the subject of a Breach.
- f. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI obtained from or on behalf of the City to perform functions, activities, or services for, or on behalf of, the City as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by the City.

5. Minimum Necessary. Business Associate shall use, disclose, or request only the minimum necessary PHI necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate represents that the PHI used, disclosed, or requested by Business Associate is the minimum necessary to carry out purposes of the Agreement. Prior to any use or disclosure, Business Associate shall determine whether a limited data set would be sufficient for these purposes.

6. Safeguards of PHI. Business Associate must use appropriate safeguards with respect to PHI that it creates, receives, maintains, or transmits on behalf of the City to prevent the use or disclosure of PHI other than as provided for in this Agreement. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of HIPAA privacy regulations (45 CFR Part 164, subpart E) and limit incidental uses or disclosures made pursuant

to a use or disclosure otherwise permitted by this Agreement. The safeguards must also reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on the City's behalf as required by the HIPAA security regulations (45 CFR Part 164, subpart C). Where applicable, Business Associate must comply with the HIPAA security regulations (45 CFR Part 164, subpart C) with respect to electronic protected health information, to prevent the use or disclosure other than as provided for by this Agreement. Where feasible, PHI will not leave the City's facilities and will be accessed under the supervision of City employees.

7. Applicability of Business Associate Agreement to Subcontractors and Agents. Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information, by entering into a contract or other arrangement that complies with HIPAA. An agent or subcontractor of a Business Associate is not permitted to use or disclose PHI in a manner that would not be permissible if done by the Business Associate. Business Associate will ensure that its subcontractors and agents to which Business Associate is permitted by this Agreement or in writing by the City to disclose PHI agree to implement reasonable and appropriate safeguards to protect PHI. Business Associate will obtain reasonable assurances from any subcontractors and agents to which Business Associate discloses PHI that the subcontractor or agent will hold PHI in confidence and further use or disclose PHI only for the purpose for which Business Associate disclosed PHI to the subcontractor or agent or as required by law.

Business Associate will obtain reasonable assurances that any subcontractor or agent to which Business Associate discloses PHI will notify the Business Associate within 5 calendar days (who will, in turn, notify the City within 5 calendar days, as described below) of any instance in which the subcontractor or agent becomes aware of a Breach of unsecured PHI; possible Breach of unsecured PHI; any security incident of which it becomes aware, including: any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with agent or subcontractor's system operations of which agent/subcontractor becomes aware.

Agent/subcontractor is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on agent/subcontractor's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, agent/subcontractor may delay notification to Business Associate for the time period specified in HIPAA. Agent or subcontractor's report will include the information described in 45 CFR 164.404(c) and such other information as the Business Associate or the City may reasonably request.

8. Reporting of Breaches, Potential Breaches, and Security Incidents. Business Associate must report to the City any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, as well as any Breach of Unsecured PHI; potential Breach of unsecured PHI; any security incident of which it becomes aware; any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with Business Associate's system operations of which Business Associate becomes aware.

Business Associate will make the report to the City's HIPAA Privacy and Security Officers not more than five (5) calendar days after Business Associate discovers such non-permitted use or disclosure, Breach, security incident, or other incident as described above. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's Breach. On behalf of the City, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs.

Business Associate is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying City for the time period specified in HIPAA. Business Associate's report will include the information described in 45 CFR 164.404(c) and such other information as the City may reasonably request.

9. Mitigation and Penalties. Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall take reasonable steps to put corrective measures in place to prevent future Breaches (such as retraining employees and upgrading security systems). At the City's request, Business Associate shall take reasonable steps to mitigate the harm to affected Individuals whose PHI has been or may have been compromised as a result of a Breach by Business Associate, including obtaining credit monitoring services and offering identity theft insurance. To the extent that the City incurs civil or criminal monetary penalties as a result of a Breach by the Business Associate, the Business Associate agrees to reimburse the City for such penalties.

10. Designated Record Sets - Access. If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or otherwise make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

11. Designated Record Sets – Amendments. If the Business Associate has PHI in a Designated Record Set, then Business Associate must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by the City.

12. Internal Practices, Books, and Records. Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the City available to the Secretary for purposes of determining compliance with HIPAA. Business Associate also must make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the City available to the City in a time and manner designated by the City, for purposes of the Secretary determining City's compliance with HIPAA.

13. Accounting of Disclosures - Documentation. Business Associate must document the disclosures of PHI and information relating to such disclosures as would be required for City to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA, specifically 45 CFR 164.528.

14. Accounting of Disclosures – Provision of Information. Business Associate must provide to City or an individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. If the Business Associate receives a request for accounting of disclosures directly from the individual, the Business Associate must respond to such request for an accounting of disclosures, provide the accounting of disclosures to the individual within the time required by 45 CFR 164.528, and provide the information regarding such request to the City, in the time and manner designated by the City.

15. Survival, Termination, and Return or Destruction of PHI. Upon termination of this Agreement for any reason, the Business Associate's obligations under these contractual obligations shall survive termination and remain in effect:

- (a) until Business Associate has completed the return or destruction (in accordance with the US Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals) of all of the PHI provided by City to Business Associate, or created or received by Business Associate on behalf of City, and
- (b) to the extent that Business Associate retains any PHI.

Upon the expiration or termination of the underlying Agreement, if feasible, the Business Associate must either:

- (1) return all PHI received from the City, or created, maintained, or received by Business Associate on behalf of the City, which the Business Associate still maintains in any form, to the City or
 - (2) destroy it, at the City's option (in accordance with the US Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals).
- This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate shall require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the Agreement shall govern. HIPAA's privacy rule (45 CFR § 164.504(e)(2)) requires that the

Business Associate will authorize termination of the contract by the City, if the City determines that the Business Associate has violated a material term of these contractual obligations.

16. Compliance with Obligations. To the extent the Business Associate is to carry out one or more of City's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in the performance of such obligation(s). Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the City.

17. No Third Party Rights. The terms and conditions of this Agreement are intended for the sole benefit of Business Associate and City and do not create any third party rights.

18. Governing Law. To the extent not preempted by federal law, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

[Insert business associate's name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 13 – CITY OF CHICAGO’S SAMPLE PROFESSIONAL SERVICE AGREEMENT

The sample [Professional Services Agreement](#) is provided in a separate PDF document along with this solicitation and is available on the DPS website, www.cityofchicago.org/bids.

File name: Spec 280950_Exhibit_13.pdf

Respondents are directed to review the provided *Sample Professional Services Agreement* and note any exceptions to the terms and conditions or any other terms in this RFP in their proposal. Additional terms and conditions will be negotiated with the selected Respondent to address software and hardware procurement contractual items such as source code, licensing, warranties, SLAs maintenance, etc.

EXHIBIT 14: NEW INFORMATION SECURITY POLICIES

The City's most current information security policies can be found on the City's website:
https://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html

All software and configurations must comply with the City's policies.

EXHIBIT 15: DATA PROTECTION POLICY WITH CONTRACTORS

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website

- (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
 - 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
 - 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
 - 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
 - 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
 - 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
 - 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance

- with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance - HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees,

agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.