Contract Summary Sheet

Contract (PO) Number: 26598

Specification Number: 92488

Name of Contractor: IBM CORPORATION

City Department: DEPARTMENT OF FINANCE

Title of Contract: CITY OF CHICAGO VIOLATION, NOTICING AND ADJUDICATION BUSINESS PROCESS AND SYSTEM SUPPORT

Term of Contract: Start Date: 8/1/2012

End Date: 7/31/2022

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR): $188,275,000.00

Brief Description of Work: CITY OF CHICAGO VIOLATION, NOTICING AND ADJUDICATION BUSINESS PROCESS AND SYSTEM SUPPORT

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 399960

Submission Date:

JUL 19 2012

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO DEPARTMENT OF FINANCE AND DEPARTMENT OF ADMINISTRATIVE HEARINGS

AND

<u>IBM CORPORATION</u>

**City of Chicago Violation, Noticing and Adjudication
Business Process and System Support**

**RAHM EMANUEL
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

Table of Contents

3

List of Schedules

A	Scope of Services
	Part 1: General Delivery Management Services
	Part 2: Application Support Services
	Part 3: Infrastructure Maintenance Services
	Part 4: Call Center Services
	Part 5: Forms Management, Printing, and Mailing Services
	Part 6: Data Capture and Verification Services
	Part 7: Payment Processing
	Part 8: Help Desk Services
B	Service Levels
C	Charges
D	Transition Projects
E	Exit Transition
F	Files
G	CANVAS Components
H	Standards
I	CANVAS Interfaces
J	Forms
K	Key Personnel
L	Dedicated Facility
M	Machines
N	Software
O	Notices Mailed Date
P	Projects
Q	Help Desk: First Contact Resolution Eligible Interactions
R	Reports
S	Security and Compliance Requirements
T	Acronyms
U	Management Committee
V-Y	Intentionally Omitted
Z	Glossary

List of Exhibits

AGREEMENT

This Agreement is entered into as of the __1ST__ day of _August, 2012_ ("Effective Date") by and between International Business Machines Corporation, a New York corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Departments of Finance and Administrative Hearings ("City"), at Chicago, Illinois. The City and Contractor agree as follows:

BACKGROUND INFORMATION

Pursuant to the RFP process The City of Chicago has entered into this agreement with the Contractor to provide the services set forth as follows.

NOW, THEREFORE, the City and Contractor agree as follows:

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The background information set forth above is incorporated and made a part of this Agreement by reference.

TERMS AND CONDITIONS

ARTICLE 2.

2.1 Definitions

The definitions for the purposes of this Agreement are found in Schedule Z (Glossary).

2.2 Interpretation

(a) The term "Include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections, Schedules, or Exhibits, unless otherwise expressed or Indicated are to the Articles, Sections, Schedules, or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

6

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

(g) Where either party is required to take action "immediately" shall mean "promptly under the circumstances" unless the context clearly states otherwise

(h) The term "ensure" shall mean "use a process reasonably designed to ensure."

(i) The term "possible" shall mean if, where, or when "practicable".

(j) Except where this Agreement expressly states that a Party may act in its "sole discretion," all notices, requests, consents, and approvals to be given by either Party under this Agreement shall not be unreasonably withheld, denied or delayed, and each Party shall make only reasonable requests and take only reasonable actions under this Agreement.

(k) If there is a conflict among the terms in the various documents within this Agreement:
      (i)   to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail; and
      (ii)   to the extent subsection (k)(i) does not apply, the following order of precedence will prevail:

          (1) Amendments to the Agreement;
          (2) the Agreement other than their Schedules will prevail over a conflicting term in those Schedules;
          (3) a Schedule will prevail over a conflicting term in an attachment to such Schedule; and
          (4) a Schedule will prevail over a conflicting term in the Exhibits.

2.3 Incorporation of Schedules and Exhibits

The following attached Schedules are made a part of this Agreement:

A   Scope of Services
         Part 1: General Delivery Management Services
         Part 2: Application Support Services
         Part 3: Infrastructure Maintenance Services
         Part 4: Call Center Services
         Part 5: Forms Management, Printing, and Mailing Services
         Part 6: Data Capture and Verification Services
         Part 7: Payment Processing
         Part 8: Help Desk Services
B   Service Levels

C   Charges
D   Transition
E   Exit Transition
F   Files
G   CANVAS Components
H   Standards
I   CANVAS Interfaces
J   Forms
K   Personnel
L   Facilities
M   Machines
N   Software
O   Mail Date (Notices)
P   Projects
Q   First Contact Resolution
R   Reports
S   Security Requirements
T   Acronyms
U   Data Center Lease
V-Y   Intentionally Omitted
Z   Glossary

The following attached Exhibits are made a part of this Agreement:

Exhibit 1   Intentionally Omitted
Exhibit 2   Intentionally Omitted
Exhibit 3   Special Conditions Regarding MBE/WBE Commitment and
              Schedules
Exhibit 4   Online Economic Disclosure Statement-and Affidavit
              Certificate of Filing
Exhibit 5   Insurance Requirements and Evidence of Insurance
Exhibit 6   Intentionally Omitted
Exhibit 7   Intentionally Omitted
Exhibit 8   Intentionally Omitted

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.1   Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Contractor must provide are described in **Schedule A**, Scope of Services.

3.2   Deliverables

In carrying out its Services, Contractor must prepare or provide to the City

various Deliverables. "Deliverables" include work product identified in **Schedule A**, Scope of Services, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City will accept Deliverables in accordance with the Acceptance Criteria.

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

3.3 Standard of Performance

(a) Contractor must perform all Services required of it under Schedule A of this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it may be entrusted with or has access to valuable and confidential information and records of the City and with respect to that information. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

(b) Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services provided under Schedule A that require the exercise of professional skills or judgment are accomplished using reasonable care and are appropriately licensed to the extent required by law. Contractor must provide copies of any such license. Contractor remains responsible for the professional and technical accuracy of all Service or Deliverables furnished in accordance with Schedule A whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content to the Department(s) and delivered in a timely manner consistent with the requirements of this Agreement.

3.4 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as required by law, available as needed, qualified and assigned exclusively to perform the Services.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.4(b). The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Schedule K, Exhibit A.

(c) Key Positions

Contractor will retain certain Key Positions in performance of the Services. "Key Positions" means those job titles created in accordance with the provisions of this Section 3.4(c) and identified in Schedule K, Exhibit B.

(d) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. The parties acknowledge that this Section 3.4(d) is solely for the benefit of the City and that it does not grant any third party beneficiary rights. Notwithstanding anything to the contrary in this Agreement, no right or cause of action for any third party, is created by this Agreement or any transaction under it.

3.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City. Notwithstanding the foregoing, the annual dollar amount of the Agreement used to establish Contractor's MBE/WBE Commitments shall be reduced by any amounts attributable to postage.

3.6 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term, or any extension thereof, of this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

3.7 Indemnification

(a) Contractor must defend and indemnify the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, arising out of:

    (i) injury or death to any person or damage to property arising or resulting from the presence of Contractor, its employees, or agents on the premises of City or resulting from Contractor's acts in managing and operating CANVAS;

    (ii) tax obligations (including interest and penalties) that Contractor has agreed to assume under Section 5.4;

    (iii) any allegation by any employee of Contractor that such employee was wrongfully terminated by Contractor or was denied any severance or termination payment upon leaving Contractor's employ, or any other claim by any employee of Contractor pertaining to any aspect of such employee's employment relationship with Contractor, unless arising as a result of illegal conduct by City; and

    (iv) any allegation that CANVAS or any IP Assets infringes or misappropriates any copyright, patent, trademark, trade secret, or other intellectual property rights of others; in the event City's use of the IP Assets is enjoined or interfered with in any manner, Contractor shall, at City's option and Contractor's sole expense, within seven (7) days of such injunction or interference, either: (i) procure for City the right to continue using such IP Assets; (ii) replace the same with substantially equivalent IP Assets that do not infringe or misappropriate the rights of others; or (iii) modify the same so they no longer infringe or misappropriate the rights of others, without degradation of their performance.

    (v) Contractor is not obligated to indemnify City for infringement claims related to Third Party Products (which for purposes of this Section shall mean any products not manufactured or developed by Contractor, including subsidiaries of Contractor). However, Contractor agrees to the following:

        (a) In the event that, as a result of a claim that any Third Party Product infringes or misappropriates any copyright, patent, trademark, or trade secrets of others, City's use is enjoined or interfered with in any manner, Contractor, at its expense, shall use commercially reasonable efforts to:

        (b) Provide a workaround or alternate product; and

        (c) Provide reasonable assistance to City with regard to any defenses City may have.

(c) "Losses" means, individually and collectively, liabilities, losses, claims and damages, paid to or for the benefit of any third party asserting a claim (including such third party's successors and assigns) pursuant to any settlement approved by the indemnifying party, judgment or award with respect to such claim, including court costs and reasonable attorneys' fees and costs of settlements paid by the indemnified party to the applicable third party claimant arising out of or with respect to the Agreement, but only to the extent permitted under Section 3.7(a) above.

11

(d) Indemnification Procedure

      (1)   If the City desires to make an indemnification claim against Contractor hereunder, the City shall give prompt written notice to Contractor of the institution of any Claim and shall advise Contractor in writing, to the extent known, of the amount of, and circumstances surrounding, the same. The failure to give such prompt written notice shall not affect Contractor's indemnification obligation except to the extent that the failure to give such notice shall have actually prejudiced Contractor. The City shall cooperate and shall cause its relevant employees to cooperate with Contractor in connection with any Claims, at no cost to Contractor.

      (2)   Contractor shall (at Contractor's sole expense) assume and control the defense of any Claim (with authority to defend, adjust, compromise, or settle the Claim, in the name of the City or otherwise, as Contractor shall elect), with counsel reasonably satisfactory to City. If the defendants in any such Claim include both the City and Contractor and the City shall have reasonably concluded that there may be a legal defense available to the City that is different from or in addition to those available to Contractor, the City shall have the right to select and retain separate counsel at the City's expense to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of the City. The City's right to participate does not extend to the right to control the defense, unless the City agrees to relieve Contractor of any liability pursuant to this Section for the Claim, including attorneys' fees and expenses, costs incurred at its direction, and any liability or obligation in respect of the Claim.

      (3)   Either Contractor or the City may settle any Claim without the consent of the other only if (a) the settlement does not impose any financial or other obligation on or impair any right of the non-consenting party and (b) if the settling party is the City, the City releases Contractor from any liability pursuant to this Section 3.7(d) for the settled Claim, other than for amounts paid or incurred prior to consummation of the settlement. Except as provided in the immediately preceding sentence, neither the City (if Contractor has agreed as to its responsibility to indemnify pursuant to this Section 3.7(d) (3) nor Contractor shall settle any claim without the consent of the other.

      (e) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any respect of, claims by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision in respect of claims by any employee of City.

      (f) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the Term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend and indemnify the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

12

3.8 Ownership of Documents

All Deliverables, data, findings, or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement identified as Developed Work Product in Schedule A are property of the City, including, as further described in Section 3.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession and lost or damaged due to Contractor's negligence. Any such lost or damaged Deliverables, data, findings or information must be restored using generally accepted electronic data restoration techniques at the expense of Contractor. Notwithstanding the foregoing, the City acquires no ownership of Contractor Work Product.

3.9 Work Product and Proprietary Materials

Contractor shall not have or acquire any rights whatsoever hereunder in or to the City of Chicago Violation, Noticing, and Adjudication Business Process and System (CANVAS), or as may be otherwise authorized by City.

(a) All Developed Work Product shall, as between City and Contractor, be owned exclusively by City and, effective in each case upon its creation, is hereby assigned by Contractor to City. Contractor is hereby granted a license to use such Developed Work Product solely for purposes of, and during the term of, carrying out its duties hereunder. To the extent that Developed Work Product is created by the embedding or compiling of Contractor Work Product in or with newly created Work Product, City's ownership interest shall not extend to Contractor Work Product included therein, but shall include the compilation or combination of Work Product that is a part of the Developed Work Product.

(b) In no event shall Contractor incorporate any Contractor Work Product into CANVAS without the express, prior, written consent of City. Contractor hereby represents and warrants that its development and implementation of CANVAS, and the performance of the other Services in accordance with this Agreement, shall not require or involve the embedding or compiling of any Contractor Work Product into CANVAS or into any other Work Product developed by Contractor pursuant to this Agreement. If Contractor embeds, delivers, or uses any Contractor Work Product without City having executed a formal license agreement in advance, then City shall have a perpetual, transferable, worldwide, royalty-free license to use, copy, and modify such Contractor Work Product and to make, have made, use, and sell any inventions therein.

(c) City hereby grants to Contractor, during the period for performance of the Services and throughout the Term, a non-exclusive, non-transferable, royalty-free right to have access to and use each of the Deliverables owned by, or leased or licensed to, City and to use, copy, modify, and enhance CANVAS, in each case solely for the purposes of performing Contractor's obligations under this Agreement and not for any other purpose and (in the case of CANVAS and any other of the

13

foregoing items that are licensed or leased to City) subject to the terms of the applicable license agreements and lease agreements. Except as stated in (a), in the event, and to the extent, that Contractor is prevented from performing its obligations under this Agreement because of a claim or a determination that City does not have the authority to grant the rights specified in this Article, Contractor shall be relieved of such obligations. Upon termination of the Services in whole or in part or expiration (without renewal) of the Term, the rights granted to Contractor in this Section 3.9 shall immediately terminate and revert to City (in whole or in part, as determined by City) and Contractor shall promptly return to City all such Deliverables and other items owned by, or leased or licensed to, City and shall destroy any copies thereof that it then possesses.

3.10 Records and Audits

(a) Records

(i)   Contractor must deliver or cause to be delivered to the City all routinely prepared records and reports to enable the City to conduct appropriate audits to verify Contractor's charges with respect to the Services performed for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement.

(ii)   Contractor must maintain any such records for a period of 3 years after the final payment made in connection with this Agreement.

(b) Audits

(i)   Contractor must furnish the Department(s) with all routinely prepared records and reports that may be requested by the City to enable the City to conduct appropriate audits to verify Contractor's charges pertaining to the performance of the Services under this Agreement. Contractor must keep such books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other legally required governmental agency, at reasonable times during normal business hours and the performance of its Services. The City may request that a mutually agreeable Third Party auditor perform the Audit, at the City's expense on a noncontingent basis, provided such Third Party auditor executes a confidentiality and security agreement reasonably acceptable to Contractor.

(ii)   To the extent that Contractor is providing Services as pass through expenses and conducts any business operations separate and apart from such Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records

14

supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii)   Intentionally Omitted.

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

(v)   The City may in its sole discretion audit the records of Contractor at any time during the term of this Agreement or within three year after the Agreement ends, once per year in connection with the previous 12 months Services provided under this Agreement, unless required for the City to comply with laws. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined and Contractor agrees that Contractor has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Should Contractor not agree with the audit results, Contractor will have 30 days after notice of the overcharge request from the City to verify the audit data and provide an analysis of the audit with applicable adjustments, if any. The City will review such analysis within 30 days of receipt by Contractor. If the Parties are unable to agree after such review period the matter will be submitted to Dispute Resolution Process.

(vi)   The City and its auditors will not have access to Contractor or its Affiliates' or Subcontractors' locations or proprietary data or to Contractor's customer locations or proprietary data, confidential information about other Contractor customers, information subject to attorney-client or other privilege or prepared at the direction of counsel, information from internal audits by Contractor or from Contractor's external auditors, or information about Contractor costs (other than costs needed to confirm the accuracy of any pass-through expenses), provided that the City may have access to appropriate portions of Contractor's locations used primarily to perform the Services, and to the Facilities, to the extent reasonably necessary to Audit Contractor's compliance with the security requirements set forth in the Information Security Controls Document. The Parties agree that the audit will be conducted in a manner that will not unreasonably disrupt Contractor's performance of the Services.

3.11 Confidentiality

(a) All Deliverables provided by Contractor under this Agreement that are identified by Contractor as the property of the City are confidential, except as specifically authorized in this Agreement or as may be required by law. Further, all

15

documents and other information that (i) is marked with a restrictive legend of the discloser or is identified as confidential at the time of disclosure provided to either Party or (ii) contains the discloser's customer lists, customer information, account information, information regarding business planning and business operations, and administrative, financial, or marketing activities; provided: (A) the disclosing Party treats such information as confidential, and (B) such information is reasonably considered confidential based upon the nature of the information ("Confidential Information") are confidential and must not be made available to any other individual or organization without the prior written consent of the disclosing Party. The receiving Party must implement such measures as may be necessary to ensure that its staff and its Subcontractors or agents are bound by the confidentiality provisions similar to this Agreement. The receiving Party shall use the same care and discretion to avoid disclosure, publication, or dissemination of the disclosing Party's Confidential Information as the receiving Party uses with its own similar information that it does not wish to disclose, publish, or disseminate. The receiving Party may disclose Confidential Information of its Affiliates and Subcontractors who provide Services under this Agreement.

(b) The Parties must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain other than for internal business purposes without the prior written consent of the other Party.

(c) If either Party is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in the receiving Party's possession by reason of this Agreement, the receiving Party must immediately give notice to the other Party, if the City to the Commissioner and the Corporation Counsel for the City, with the understanding that the other Party will have the opportunity to contest such process by any means available to it before the Confidential Information are submitted to a court or other third party. The receiving Party, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) The City may disclose Confidential Information of the Disclosing Party as required to satisfy any legal requirement of a competent government body or legal requirement under Freedom of Information Act (FOIA), provided that, promptly upon receiving any such request, the Receiving Party, to the extent it may legally do so, gives notice to the Disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to the making of such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in its efforts to seek a protective order or other appropriate remedy or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information.

3.12 Assignments and Subcontracts

(a) Contractor and the City must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department for the City or the Contractor, except that Contractor may delegate its obligations and the City may assign its rights or delegate its obligations to their respective Affiliates. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) Contractor may engage subcontractors to provide or assist in providing the Services. The use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. If, the City expresses dissatisfaction with the services of a Subcontractor, Contractor shall work in good faith to resolve the City's concerns on a mutually acceptable basis and, at the City's request, replace such Subcontractor pursuant to the Service Request Process.

(c) Consultant must ensure that all subcontracts contain provisions that allow the Services be performed in accordance with the requirements of this Agreement, including certification in accordance with Section 8.7. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor may not transfer or assign its right to receive payment of any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment shall not be made without notification and approval of Contractor but with approval has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The Parties reserve the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.13 Limitation of Liability

(a)   Contractor's and the City's and their respective Affiliates', subcontractors, employees', officers', and directors' entire liability under this

17

Agreement, and their exclusive remedies, are set forth in this section and Section 3.7 (Indemnification).

(b)   Notwithstanding anything in this Agreement to the contrary, Contractor's and the City's and their respective Affiliates', subcontractors, employees', officers' and directors' entire liability for actual, direct damages under this Agreement, regardless of the basis on which Contractor or the City is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), will be limited in the aggregate for all claims and causes of actions to an amount equal to the amount actually paid by the City to Contractor for the Services provided under this Agreement during the twelve months prior to the occurrence of the first claim or cause of action.

(c)   Notwithstanding anything in this Agreement to the contrary, in no event will Contractor, the City, or their respective Affiliates, subcontractors, employees, officers, and directors have any liability under this Agreement, regardless of the basis on which Contractor or the City is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), for any special, incidental, punitive, or indirect damages, or for any economic consequential damages (including lost profits or savings), even if foreseeable or even if the City or Contractor has been advised of the possibility of such damages; provided that subsections (b) and (c) do not apply to the City's failure to pay any amounts owing to Contractor under this Agreement (including amounts owing for Services rendered), payments referred to in Section 3.7 (Indemnification), damages payable to Third Parties for bodily injury (including death) and damage to real property and tangible personal property to the extent a Party is legally liable; and damages attributable to a Party's misappropriation or infringement of the other Party's Intellectual Property Rights.

(d)   In no event will Contractor, its Affiliates, subcontractors, or their respective employees, officers, and directors have any liability for any damages to the extent caused by the City's, its Affiliates', or their respective employees', officers', or directors' failure to perform the City's obligations under this Agreement, nor will the City, its Affiliates, or their respective employees, officers, and directors have any liability for any damages to the extent caused by Contractor's, its Affiliates', or their respective employees', officers', or directors' failure to perform Contractor's obligations under this Agreement.

(e) Contractor will maintain the security procedures as identified by the City for safeguarding the destruction, loss or unauthorized access or alteration of Personally Identifiable Information (PII) as agreed upon by the parties ("Required Procedures") in the applicable schedules, and in comparable contract documents describing the services to be performed.

(f) Notwithstanding anything to the contrary in this Agreement, Contractor's total aggregate liability for breach of this Agreement resulting in the unauthorized release, disclosure or access to PII including without limitation for breach of Section 3.11 (Confidentiality) of the Agreement shall be limited to: (1) a total cap of one month of the Charges for all incidents during the Term related to PII that is unencrypted and (2) a cap two months of the Charges for all incidents during the Term related to PII that is encrypted. Contractor's liability for such damages is

18

further limited to costs of all legally required notifications, and related reasonable services (described below), and mandated fines and penalties assessed by government regulators or agencies on the City. Contractor's liability described in this Section is subject to the following:

(i)   In the case of legally required notifications, the City will use commercially reasonable efforts to mitigate the costs of such notifications to the City's customers. For example, if applicable law specifies different options for providing notification, the City must choose the lowest or lower cost option;

(ii)   Legally required notifications and related reasonable services referenced above shall consist of (i) the cost of providing notice to affected individuals, (ii) the cost of providing notice to government agencies, credit bureaus, and/or other required entities, (iii) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months (or longer period if required by applicable law), to the extent the incident could lead to a compromise of the data subject's credit or credit standing, (iv) call center support for such affected individuals for a specific period not to exceed sixty (60) days, and (v) the cost of any other measures required under applicable law; and

(iii)   Contractor shall not be liable if the unauthorized disclosure of PII is due to the City's negligence, reckless acts or willful misconduct.

(g)   The parties stipulate that the damages described in paragraph (f) would, if assessed or incurred, be considered the City's direct damages under this Agreement and would count against the aggregate cap on direct damages set forth in paragraph (b).

3.14 HIPAA

Prior to introducing any PHI into the environment or systems supported by Contractor, the City shall provide advance notification to Contractor of the application or system containing PHI. The Parties agree that Contractor will not accept the introduction of any application or system containing PHI into the environment or systems supported by Contractor, until the City has authorized Contractor to implement such controls to accommodate the handling of PHI. For the avoidance of doubt, Contractor's implementation of controls to accommodate handling of the City's PHI will be performed as a New Service.

3.15   Management Committee

Contractor and City shall establish and maintain a Management Committee that shall be composed of an equal number of Contractor's representatives and City's representatives. The initial representatives and their positions with City and Contractor, respectively, as well as the specific responsibilities of the Management Committee and its members, are set forth in Schedule U. The members appointed by either party may be replaced at the discretion of such party. The general responsibilities of the Management Committee shall be: (a) to monitor the general progress of the performance of this Agreement; and (b) to analyze and attempt to

19

resolve problems referred by the Project Managers. The Management Committee shall meet once per calendar quarter, or more frequently as requested with, at a minimum, ten (10) business days' prior written notice, by either City and Contractor, and at these meetings shall discuss the status reports and significant events that have occurred since the previous meeting.

3.16 Risk of Loss

Contractor will have risk of loss for the forms inventory provided by the City listed in Schedule J for use by Contractor at its print and mail facility until such time as the City obtains possession of the forms inventory either at a City facility or by a City employee. In the event of loss or damage of forms inventory while at Contractor's facility, Contractor will reprint any lost forms at its expense and make all commercially reasonable efforts to ensure the City receives the forms in time to accommodate dates committed to for use of such form.

3.17 Data Center

Contractor shall obtain for itself, as lessee, the physical site for the Data Center, which shall be the premises identified in Schedule V. Contractor shall utilize the Data Center to maintain the CANVAS system and all of the relevant equipment identified in Schedule M, within said premises. The Data Center shall not be relocated to different premises without the prior written consent of the City. A copy of the Data Center lease shall be provided to the City within 60 days after the Effective Date and shall be incorporated into the agreement as Schedule Exhibit L-1.

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues for one hundred twenty months (120) months.

4.2 Timeliness of Performance

Contractor must provide the Services and Deliverables within the time limits required under any amendment or request for services pursuant to the provisions of Section 3.1 and Schedule A. Any estimates given under this Agreement shall not be contractually binding unless expressly delineated in a Project Plan as a committed date.

4.3 Intentionally Omitted

4.4 Exit Services

(a) If the City desires Contractor's assistance in transferring all or any Services back to the City or a Third Party effective as of termination or expiration of this Agreement (Exit Services) and upon the City's reasonable written request, Contractor will provide such Exit Services to the City:

(i) to the extent Contractor can perform such requested Exit Services using its then-existing resources dedicated solely to providing the Services under this Agreement, until expiration or termination of this Agreement; and

(ii) to the extent Contractor reasonably agrees to perform the requested Exit Services, for the period of time requested by the City, which period will end no later than six months after the effective date of the expiration or termination of this Agreement (the **Exit Services Period**).

(b) If Contractor's Exit Assistance will require the use of different or additional services or resources beyond that which Contractor is then using to provide the Services in accordance with the Baselines and Service Levels, such request for Exit Services will be considered a New Service.

(c) Contractor shall, during the Exit Services Period, provide Exit Services at the lesser of (1) Contractor's rates then in effect for such services immediately prior to the expiration or termination of the Agreement or (2) the rates set forth in Schedule C; to the extent such Exit Services can be provided without a reduction in the quality of the Services.

(d) Contractor will provide an Exit Services Plan in a format similar to that provided in Schedule P.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The City will pay Contractor according to the Charges Schedule in the attached Schedule C for the completion of the Services in accordance with this Agreement.

5.2 Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Charges Schedule in Schedule C. The invoices must be in such detail as set forth in Schedule C.

5.3 Invoices

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES
City of Chicago, Office of the City Comptroller

33 N. LaSalle St., Room 700
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information:
• Invoice number and date
• Contract/Purchase Order number
• Blanket Release number (if applicable)
• Vendor name and/or number
• Remittance address
• Name of City Department(s) that ordered the goods or services
• Name and phone number of your contact at the ordering department
• Invoice quantities, commodity codes, description of deliverable(s)
• Amount due
• Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the compensation schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

The city shall have the right to withhold any portion of the Charges that it disputes in good faith, if City provides a detailed explanation of basis for withholding prior to the date payment due date specified in Schedule C up to 50% of an invoice and one month of charges in the aggregate. Thereafter City shall pay disputed fees under protest without any waiver of right ("Disputed Fee Cap"). Invoices for over-shipments or items with price/wage escalations will be disputed and the applicable portion of the invoice may be rejected up to the Disputed Fees Cap unless the Contract includes a provision for such an adjustment.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

5.4 Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which are owed by Contractor on components or Services used or consumed in providing the Services. The prices quoted herein shall comply with

22

all Federal laws and regulations as set forth in Section 7.1. Any changes in taxes after the Effective Date will be handled in accordance with Service Request Process.

5.5 Funding

The source of funds for payments under this Agreement is Fund numbers: 0100-0272020-0138-0138 and 0100-0302005-0138-0138. Payments under this Agreement must not exceed $188,275,000 without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.6 Non-Appropriation

(a) In the event of a Non-Appropriation, City shall notify Contractor in writing and this Agreement shall expire on the earlier of the last day of the fiscal period in which insufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Contractor shall not be obligated to continue work under this Agreement after the maximum amount that City is obligated to pay hereunder is exhausted and Contractor shall be paid for work performed up to the effective expiration date. City will use commercially reasonable efforts to obtain funding in a timely manner.

(b) In the event of a Termination for Non-Appropriation, (i) the unpaid amount of all outstanding invoices of Contractor hereunder, subject to any rights of City to reductions, damages, and setoffs in respect of breaches or failures by Contractor to perform with respect to its duties and obligations under this Agreement, plus (ii) the early termination fee as set forth in Schedule C, if and to the extent the City obtains appropriation of the funds to pay such fees, which appropriation the City agrees to use reasonable efforts to obtain.

5.7 Subcontractor Payments

If required, Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at
http://egov.cityofchicago.org/webportallCOCWebPortallCOC_EDITORIALIsubcompli ance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each MBE, WBE, DBE Subcontractor or supplier.

23

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

5.8 Benchmarking

(a) The City may elect to engage a third party benchmark organization (the "Benchmarker") to compare the Charges for the Services provided under this Agreement (the "Benchmarked Services") and prices charged by other top tier service providers for similar services (each such comparison a "Benchmark") pursuant to this Section. The Benchmark may be performed one time during the Term at the request of the City at any time after the first full year of Service following completion of the Transition period.

(b) The scope of the Benchmark will be for either (i) any CANVAS Support Service Area(s) or (ii) the totality of the CANVAS Support Services. Prior to the commencement of any Benchmarking studies, Contractor and the City will identify and mutually agree on the specific services or sub-services (metrics) to be included within the scope of the study. The exact metrics to be included in the Benchmark will be contingent upon: (1) the detail in which the Benchmarker maintains cost and pricing data within its database; and, (2) Contractor's ability to capture pricing information at the desired level of detail.

(c) Upon such an election by the City, the Contractor shall engage the Benchmarker on a non-contingent-fee basis by entering into a written agreement with the Benchmarker that, at a minimum, shall reflect the requirements set forth in this Section.

(d) Prior to receiving any information from the Parties regarding the Services or the Charges, the Benchmarker shall execute a confidentiality agreement satisfactory to both Contractor and the City.

(e) It is the intent of the Parties that the Benchmark be a collaborative process. In this regard, each Party shall cooperate with reasonable requests by the Benchmarker for any information or data related to the Agreement to the extent necessary for the Benchmarker to perform the Benchmark; provided, however, in no event shall Contractor be required to provide the Benchmarker with Contractor cost data or data relating to other Contractor customers. Contractor agrees that the City may participate in meeting with the Benchmarker for the purpose of agreeing upon a detailed plan (including time deadlines for provision of data by the Contractor) for implementing the Benchmark.

(f) The Benchmarker shall perform a price-based benchmark, comparing the total charges, in aggregate, applicable to the Benchmarked Services, against the total charges applicable to similar services with respect to the selected entities in the Representative Sample as such term is defined below. The comparison must determine and account for differences in the scope or circumstances of service delivery that impede a true "like for like" comparison. Consequently, the Benchmarker shall "normalize" the data used to perform the comparison in order to

24

account for differences between the volume of services, scope of services, service levels, complexity, degree of standardization, terms and conditions, financing provided by Contractor, asset purchases associated with the execution of this Agreement, service delivery and receipt location(s), and other relevant factors and those applicable to the entities comprising the Representative Sample. Such normalization must ensure that the results of the Benchmark provide as accurate a comparison as reasonably possible by making appropriate adjustments to all data relating to each of the selected entities in the Representative Sample to account for any and all differences between the Services performed by Contractor and the services received by the respective entity, including any additional and/or value added services performed by Contractor and not received by the such entity. Contractor may elect to disclose to the Benchmarker additional measuring or estimating data, which the Benchmarker shall consider and account for in its normalization calculations. For the purposes of this Section:

i) "Representative Sample" for Benchmarked Services shall mean a sample of a minimum of five (5) entities proposed by the Benchmarker that shall only include customers outsourced by top tier outsourcers with similar scope, service levels and volume and similar complexity as the Benchmarked Services.

ii) "Benchmarked Level" shall mean the average total charges attributable to the Benchmarked Services among those entities comprising the Representative Sample.

(g) Prior to performing the comparison, the Benchmarker shall meet with the Parties to review and explain its Benchmark methodology, including how each of the entities in the Representative Sample matches and does not match the relevant factors of this Agreement and how the normalization approach will be applied. The Benchmarker shall provide a written summary of the Benchmark methodology and shall perform the Benchmark in strict adherence thereto.

(h) The Benchmarker shall deliver the results of the Benchmark in a written report (the "Benchmark Results") to the designated representatives of the Parties. The Parties shall have thirty (30) days from receipt of the Benchmark Results to review, comment on, and request changes in the results (the "Benchmark Review Period"). As part of such review and comment process, either Party may request the Benchmarker to provide the data on which its findings are based. If there are issues raised in response to the Benchmark Results, the Benchmarker shall review the issues raised and any other materials submitted by either Party and shall thereafter submit a final set of Benchmark Results, including any revisions to the original Benchmark Results. If the final Benchmark Results fail to account for the value of all the Services performed by Contractor or the differences in the value of the Services performed by Contractor and those performed by the entities in the Representative Sample, then the Parties will designate another Benchmarker to perform the Benchmark.

(i) The Parties acknowledge that the final Benchmark Results are the Benchmarker's approximation of current market prices for the Services and not evidence of the prices that would be proffered if the Services were let out for competitive bid. Accordingly, the Benchmark Results shall be used to calculate

25

adjustments to the Charges as set forth below and will not be used for any other purpose. The report of the Benchmarker including the Benchmark Results shall be treated as Confidential Information of each Party.

(j) If the Benchmark Results indicate that the Benchmarked Level is within five percent (5%) of the Charges for the Benchmarked Services (the "Benchmark Target"), then no adjustment shall be made hereunder.

(k) If the Benchmark Results indicate that the Benchmark Target is greater than the Benchmarked Level by more than five percent (5%), Contractor will reduce the Charges so that they are within five percent (5%) of the Benchmark Target, provided however, under no circumstances will Contractor be required to reduce the Charges by more than five percent (5%). For example, if the Benchmarked Results indicate that the Benchmark Target is seven percent (7%) greater than the Benchmarked Level, then the Charges for the Benchmarked Services shall be reduced by two percent (2%); if the Benchmarked Results indicate that the Benchmark Target is twelve percent (12%) greater than the Benchmarked Level, then the Charges for the Benchmarked Services shall be reduced by five percent (5%). In addition to the foregoing, if the Benchmark Target exceeds the Benchmark Level by more than five percent (5%), in addition to the reduction in Charges specified above, Contractor will prepare an alternate plan with respect to the Charges and any other relevant matters for the City's consideration. If the Parties are unable to reach agreement on an alternate plan and Contractor elects not to reduce the Charges so that the Benchmark Level is within five (5%) of the Charges, the City may then elect to exercise its right to terminate for convenience under this Agreement.

(l) At any time after the issuance of the final Benchmark Results, Contractor may propose, in lieu of reductions in Charges, other changes to the Agreement (e.g. changes to service levels, altered scope of services) and the City shall in good faith review any such proposal in a prompt manner.

(m) Any changes made to the Charges pursuant to a Benchmark shall take effect on a prospective basis thirty (30) days after the final Benchmark Results have been delivered to the Parties.

ARTICLE 6. DISPUTE RESOLUTION

(a) Any dispute between the parties either with respect to the interpretation of any provision of this Agreement or as to whether a party has committed a breach or default under this Agreement, shall be addressed as specified in this Article 6; provided, however, that neither party shall be under any obligation to invoke the procedures of this Article 6 with respect to disputes for which injunctive relief is available or as to which either party believes in good faith that the timeframes set forth herein will have a material adverse effect. Upon the written request of either party, each of the parties shall designate a Dispute Representative; the Dispute Representatives shall meet as often as the parties deem reasonably necessary, in order to discuss the problem and negotiate in good faith in an effort to resolve the dispute promptly and without the necessity of any formal proceeding relating thereto.

(b) Any dispute concerning this Agreement that is not disposed of within ten (10) days after the first date on which such dispute was referred to the Dispute Representatives shall be decided by the City's Chief Procurement Officer, who shall reduce the determination to writing and who shall mail or otherwise furnish a copy to Contractor. The decision of the Chief Procurement Officer shall be reached by an administrative process taking no longer than ninety (90) days. The Chief Procurement Officer's decision represents the last procedural step in the dispute resolution process before any litigation would begin; except in cases where injunctive or other extraordinary relief is sought, neither party shall commence any formal proceeding for the judicial resolution of the dispute until the earliest of: (a) the ninety (90)-day administrative-process period; (b) delivery to such party of the Chief Procurement Officer's decision; and (c) the thirtieth (30th) day before the expiration of the applicable statute of limitations. Neither the Chief Procurement Officer's determination nor Contractor's response thereto shall constitute an admission as to any factual or legal position or a waiver of right, in connection with the dispute.

(c) If City determines, in good faith, that a given dispute or problem (other than a failure to meet a Service Level) has recurred, despite any efforts undertaken by Contractor to address such dispute or problem, City may, upon written notice to Contractor, require that Contractor's Director for Public Sector SO West, visit City within ten (10) Working Days of such notice in order to meet with City management and personnel to discuss methods of addressing and resolving such dispute or problem and preventing its further recurrence.

(d) Notwithstanding anything to the contrary contained in this Agreement, and irrespective of any dispute that may arise between the parties (including, but not limited to, any dispute pertaining to City's election to withhold disputed fees), and regardless of whether or not such dispute requires the use of the dispute resolution procedures described above, in no event shall Contractor (a) interrupt the provision of the Services to City, (b) disable CANVAS or any portion thereof, or (c) perform any other action that prevents, impedes, or hinders in any way the provision of Services or City's ability to conduct its business, unless and until: (i) authority to do so is granted by City in writing or conferred by a court of competent jurisdiction; (ii) this Agreement has been terminated pursuant to Article 9; or (iii) City is delinquent in the payment of undisputed fees for more than 60 days after receiving notice from Contractor of such delinquency. In the event City fails to make full payment within said 60-day period, then Contractor shall grant to City an additional 30 days to render full payment provided that City requests such additional 30 days and affirms the following in writing to Contractor: (1) City has used reasonable, diligent efforts to secure payment and will continue to do so during the additional 30 days; (2) City acknowledges that payment in full of the undisputed fees is due Contractor; and (3) none of the undisputed fees due Contractor is subject to the disputes provision herein.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7 that are applicable to Contractor in its capacity as a IT and business

27

process service provider ("Contractor Laws"), and Contractor must pay taxes as set forth in Section 5.4 and obtain all licenses, certificates and other authorizations required by Contractor Laws. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an online Economic Disclosure Statement and Affidavit ("EDS") which includes a Disclosure of Retained Parties. Submit an electronically signed, one page Certificate of Filing to Exhibit 4 which validates that the EDS has been filed. The web address to submit your EDS is http://webapps.citvofchicago.org/EDSWeb.

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

(c) Subject to Section 7.1(d) below, the Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

(d) Changes in Laws shall be implemented only upon mutual written agreement of the Parties and in accordance with Service Request Process. Each party shall be responsible for the cost of changes in its Laws that are new Services.

7.2 Nondiscrimination

(a) Contractor

In performance of the Services, Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in Exhibit 8.

(i)   Federal Requirements

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

Contractor must comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246,30 Fed. Reg. 12,319

28

(1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

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

(iii) City Requirements

Contractor must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate terms in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement that allow Contractor to comply with this Section 7.2. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as required by law to be sent to the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.3 Inspector General

It is the duty of any Contractor, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General or Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 and 2-55 of the Municipal Code.

7.4 Intentionally Omitted

7.5 MacBride Ordinance

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

The provisions of this Section 7.5 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.6 Business Relationships with Elected Officials

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

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.7 Chicago "Living Wage" Ordinance

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

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

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

(c) As of July 1, 2011, the Base Wage is $11.18 per hour and as of July 1, 2012, the Base Wage is $11.53 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor must pay the prevailing wage rates.

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

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

7.8 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor is not in violation of the following sections of the Code (collectively, the Waste Sections):

> 7 -28-390 Dumping on public way;
> 7-28-440 Dumping on real estate without permit;
> 11-4-1410 Disposal in waters prohibited;
> 11-4-1420 Ballast tank, bilge tank or other discharge;
> 11-4-1450 Gas manufacturing residue;
> 11-4-1500 Treatment and disposal of solid or liquid waste;
> 11-4-1530 Compliance with rules and regulations required;
> 11-4-1550 Operational requirements; and
> 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

7.9 Prohibition on Certain Contributions

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

Contractor agrees 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 Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund raising committee.

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

Contractor agrees that 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.

Contractor agrees that a violation of Mayoral Executive Order No. 2011-4 by Contractor entitles the City to all remedies (including without limitation immediate termination under Section 9.3) under this Agreement.

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

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then
delivered by one person to the Mayor or to his political fundraising committee. "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended. Individuals are "Domestic Partners" if they satisfy the following criteria:
    (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
    (B) neither party is married; and
    (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
    (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
    (E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund raising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Upon application by either party, the Parties will negotiate in good faith any modifications to this Agreement to make the insertion of excluded or new laws, ordinances, rules, regulations, or executive orders as a New Service.

7.12 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915,§1)

(b) 1-21-020 Aiding and abetting.
Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.
In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is licensed as required by Contractor Laws to perform the Services required under this Agreement and will perform no Services for which a professional license is required by such law and for which Contractor is not appropriately licensed;

(b) Contractor is financially solvent; it and each of its employees, agents and Subcontractors are competent to perform the Services required under this Agreement; and Contractor has the right and authority to enter into and perform this Agreement; including to grant the licenses herein provided and to deliver the Deliverables as provided herein;

(c) Intentionally omitted

(d) Contractor is not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) Contractor warrants it can and will perform, or cause to be performed, the Services using reasonable care and skill;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) warrants and represents that as of the Effective Date, neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce, of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled due to the ownership of more than fifty percent of the aggregate of all voting equity interests in an entity whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

In connection with signing and carrying out this Agreement, the Parties represent and warrant that:

    (i)   each has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

    (ii)   its signing of and agreement to this Agreement has been duly authorized by all requisite corporate actions;

35

(iii)	each has signed and agreed to this Agreement; and
(iv)	this Agreement is a valid and binding obligation, enforceable against it in accordance with its terms (assuming the due authorization, execution, and delivery by the other).

THE WARRANTIES IN THIS SECTION (AND ANY WARRANTY IN SCHEDULE A, IF SUCH WARRANTY IS SPECIFICALLY IDENTIFIED AS AN EXPRESS WARRANTY) ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, UNDERTAKINGS OR CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE, COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ARE IN LIEU OF ALL OTHER OBLIGATIONS RELATING TO THE QUALITY OR ADEQUACY OF THE SERVICES IMPOSED BY LAW, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Contractor does not warrant uninterrupted or error-free operation of any deliverable or Service or that Contractor will correct all defects. Except for the warranties expressly described in or expressly granted by this Section 8, Client acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

8.2 Ethics

(a) Contractor agrees:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.3 Intentionally Omitted

8.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, as applicable.

8.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any unlawful personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be unlawfully admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 8.5 as presently has no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would cause a material breach of this Agreement.

(c) If the Contractor assists the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project as part of this Agreement, the Contractor must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contractor may, however, assist the City in reviewing the proposals or bids for the project if the Contractor does not have a relationship with the persons or entities that submitted the proposals or bids for that project.

(d) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used and such funds stipulate that Contractor shall execute a Certification Regarding Lobbying, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

8.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement; provided such official, employee or agent of the City was acting within the scope of their employment.

37

8.7 EDS I Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause in subcontracts whose performance constitutes a material portion of the Services. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1 Events of Default Defined

The following constitute events of default:

(a) A material breach of this Agreement.

(b) Contractor's failure to perform any of the following obligations:

> (i) Discontinuance of substantially all the Services for reasons within Contractor's reasonable control and in material breach of this contract; and
>
> (ii) Contractor becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors, that in City's sole judgment adversely affects Contractor's ability to perform hereunder;
>
> (iii) Contractor makes any material misrepresentation of fact; or
>
> (iv) Contractor materially breaches any term, provision, representation, or warranty of this Agreement and fails to cure such breach in accordance with Section 9.2(a).
>
> (v) Contractor materially defaults under the terms of any other agreement and such material default prevents Contractor from performing its obligations under this Agreement between Contractor and City.

(c) Contractor's failure to update its EDS to reflect any material changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).

9.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer shall give Contractor an opportunity to cure the default which period of time shall be 30 days unless the nature of any such material breach is such that it would be unreasonable to expect a cure within 30 days, an additional 30 days will be allowed. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

(b) The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if the opportunity to cure has elapsed, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials then due according to this Agreement, whether completed or in the process, to the City.

(c) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed under this Agreement effective at a time specified by the City;

(iii) The right to money damages;

(iv) The right to withhold all or any part of Contractor's compensation up to the Disputed Fees Cap under this Agreement; and

(v) The right to deem Contractor non-responsible in future contracts to be awarded by the City.

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

(e) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

9.3 Early Termination

(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date stated in the notice, which shall be no earlier than ninety days after Contractor's receipt of such notice. If the City elects to terminate this Agreement, all Services to be provided under it must cease and all Deliverables that are due according to this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5. In the event in partial termination such amounts will include reduced amounts applicable to the reduction in Services pursuant to the Service Request Process. Contractor will continue to be paid for Services provided during the termination period utilizing existing personnel and other services requested by the City. Services requiring additional or different personnel skills will be provided to the City as New Services. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) If the City elects to an early termination, the City will pay Contractor the fees accounting for Contractor's reasonable and actual costs and expenses including: (i) severance and relocation (excluding severance and relocation for all Contractor project staff hired by City); (ii) Contractor's cost of termination of licenses; (iii) unrecovered investments, and (iv) Contractor's cost of termination of leases for equipment and real property. In the event in partial termination such amounts will include amounts applicable to the reduction in Services. Such early termination fees will be assessed after an orderly wind-down and not as of the date of notice of termination. Further, such early termination fees shall not include any amounts paid by the City for any assumption of the lease, purchase of Contractor assets, purchase of unauthorized Third Party Software, or hiring of Contractor project staff.

(d) Contractor must include in its contracts with Subcontractors provisions to prevent claims against the City arising from termination of subcontracts after the early termination.

9.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 30 days prior written notice to Contractor. Any suspension beyond seven (7) days shall be subject to the Service Request Process. In the event of a suspension by the City, the Contractor will be entitled to receive payment for the Charges then being invoiced on a recurring basis (e.g. lease payments, subcontractors, etc.).

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within anyone year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 9,3.

9.5 Right to Offset

As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code. For the avoidance of doubt, the term Contractor as used in this Section 9.5 does not include Contractor's employees, affiliates, subcontractors or agents.

ARTICLE 10.GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties, no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement, and this Agreement supersedes all prior, oral or written, agreements, representations, warranties, promises, covenants, commitments or undertakings.

(b) No Collateral Agreements

Each Party acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the other Party, its officials, agents or employees, has induced each Party to enter into this Agreement or has been relied upon by either Party, including any with reference to: (i) the meaning, correctness,

41

suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Each Party acknowledges that it was given ample opportunity and time and was requested by the other Party to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Each Party did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, each Party relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

10.2 Counterparts

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

10.3 Changes, Modifications, and Amendments

No change, modification, or amendment outside of the scope of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for New Services without a written amendment to this Agreement under the Service Request Process and/or under this Section 10.3.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or

managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 Assigns

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

10.7 Cooperation

Contractor must at all times reasonably cooperate fully with the City. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make commercially reasonable effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, without material unplanned interruption in the provision of Services during any transition period and must otherwise comply to the extent Contractor can do so using dedicated personnel without impacting the Services with the reasonable requests and requirements of the Department(s) in connection with the termination or expiration.

10.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver

is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

10.9 Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the

44

City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 10.9(c)(ii) above, or advocating a violation of Section 10.9(c)(iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by the City's Office of the Inspector General Hiring Oversight Section or the Shakman Monitor's Office related to this agreement.

10.10 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in then available format and transmitted by an electronic means if such data is kept. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

10.11 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this Agreement pursuant to the terms and conditions of this contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), Cook County and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. Such Agencies will execute a separate contract with the Contractor under the terms of this Agreement.

10.12 Business Contact Information

City allows Contractor and its affiliates and Subcontractors to store City's business contact information and use it in providing products and services under this Agreement.

10.13 Survival

Any terms of this Agreement that by their nature extend beyond its expiration or termination remain in effect until fulfilled, including Confidential Information, governing law and jurisdiction, indemnification, intellectual property rights, limitation of liability, limitations period, charges, credits and payments, survival, third party beneficiaries, and warranty.

10.14 Force Majeure

(a)   No Party will be liable for any default or delay in the performance of its obligations under this Agreement (i) if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders, (ii) provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (each such event a "**Force Majeure Event**").

(b)   In such event the non-performing Party will be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance without delay. Any Party so delayed in its performance will immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within twenty-four (24) hours of the inception of such delay) and describe at a reasonable level of detail the

46

circumstances causing such delay. To the extent the provision of the Services or any part thereof is prevented or materially affected by a Force Majeure Event, the City's obligation to pay charges hereunder shall accordingly be reduced by an equitable amount (which in the case of total suspension of the Services would be an amount equal to the total charges hereunder for the period of suspension), subject to the City's payment obligations under Section 10.14 (c).

(c)   If any event under Section 10.14 (a) substantially prevents, hinders or delays performance of the Services, then upon the City's request, Contractor shall use commercially reasonable efforts to obtain such Services from an alternate source, the implementation of which shall be subject to the City's prior approval. If such event substantially prevents, hinders, or delays performance of Services necessary for the performance of functions reasonably identified by the City as critical for more than three (3) consecutive days, then at the City's option: (i) the City may procure such Services from an alternate source, and Contractor will be liable for payment for such Services from the alternate source for so long as the delay in performance will continue but not to exceed one hundred eighty (180) days and provided the City continues to pay Contractor for the Services subject to the Force Majeure Event; (ii) the City may terminate any portion of this Agreement so affected by such Force Majeure Event and the charges payable under this Agreement will be equitably adjusted to reflect those terminated Services; or (iii) the City may terminate this Agreement without liability to the City or Contractor as of a date specified by the City in a written notice of termination to Contractor. Contractor will not have the right to any additional payments from the City for costs or expenses incurred by Contractor as a result of any Force Majeure Event, except for (i) Wind Down Costs relating to Services that were unaffected by the Force Majeure Event but nonetheless terminated by the City pursuant to this Section 10.14 (c); and (ii) charges payable under this Agreement for Exit Services required by the City.

(d)   A Force Majeure Event will not relieve Contractor of its obligations to implement successfully all of the Services relating to disaster recovery services that are included in this Agreement within the time period described in this Agreement unless the resources specifically identified in Contractor's disaster recovery plan for the City have also been rendered unavailable as a result of a Force Majeure Event to those resources.

ARTICLE 11.NOTICES

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

If to the City: Department of Finance
                                   33 North LaSalle St
                                   Suite 600
                                   Chicago, Illinois 60602
                                   Attention: Commissioner

                                   And

47

Department of Administrative Hearings
740 North Sedgwick
6th Floor
Chicago, Illinois 60654
Attention: Commissioner

And

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

With Copies to:
Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:
IBM Corp
33 West Monroe St
14th Floor
Chicago, Illinois 60603
Attention: IBM Project Executive

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12. AUTHORITY

Execution of this Agreement by Contractor and the City is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor and the City have been made with complete and full authority to commit Contractor and the City to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

SIGNATURE PAGE

[Signature Pages, Exhibits and Schedules follow.]

48

CONTRACT SIGNATURE PAGE

Contract No.: 26598
Specification No.: 92488
Contractor Name: IBM Corporation
Total Amount (Value): $188,275,000.00
Fund Chargeable: 0100-0272020-0138-0138 and 0100-0302005-0138-0138

IBM Corporation
(Contractor)

By: _Hebrew D Boone_

Its: _Project Executive / Program Manager_

Attested by: _____

State of _Illinois_

County of _Cook_

This instrument was acknowledged before me on this _3rd_ day of _July_, 20_12_ by _Hebrew D Boone (PE/PM)_ as ~~President~~ (or Authorized Officer) and _n/a_ as Secretary of _IBM_ (Corporation Name).

Fany V Hernandez
Notary Public Signature

Commission Expires: _06/05/16_

OFFICIAL SEAL
FANY V. HERNANDEZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 5, 2016
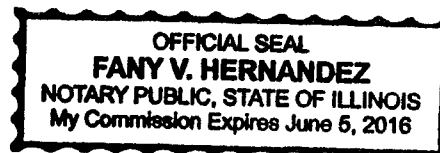
CITY OF CHICAGO

By: _Rahm Emanuel_ SRP 7/10/12
Mayor   Date

Amer Ahmad 7·9·12
Comptroller   Date

Patricia Jackowiak 7·5·12
Director of Administrative Hearings   Date

                           JUL 10 2012
Chief Procurement Officer   Date

49

DELEGATION OF AUTHORITY
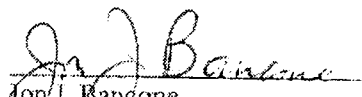
I, Jon J. Bancone, Associate General Counsel, IBM North America Sales & Distribution, do hereby certify that said Associate General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, and those certain Letters of Authority dated November 15, 1995, and May 6, 2011, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including, but not limited, to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument reasonably related to, or performed in accordance with, the job duties, and/or responsibilities of the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner

Position titles that include the words:
Counsel
Attorney
Director
Executive
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Contracts & Negotiations
Client Manager
Project Manager
Business Operations Manager
Client Relationship Representative
Client Unit Executive
Customer Fulfillment Manager
Customer Fulfillment Professional
Service Delivery Manager
Service Delivery Executive
Software Engineer
System Service Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this _16th_ day of May 2011.

Jon J. Bancone
Associate General Counsel
IBM North America Sales & Distribution

Jon J. Bancone Delegation of Authority

EXHIBIT 1
{Intentionally Omitted}

EXHIBIT 2
{Intentionally Omitted}

EXHIBIT 3
Special Conditions Regarding MBE/WBE Commitment and Schedules

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)(10 pgs)

I. **Policy and Terms**

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

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

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

<div align="center">

MBE Contract Goal: 25.0
WBE Contract Goal: 5.0

</div>

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

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

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

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

II. **Definitions**

A. **"Area of Specialty"** means the description of an MBE or WBE firm*s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm*s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract*s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

> **NOTICE:** The 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. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

C. **"Executive Director"** means the executive director of the Office of Compliance or his or her designee.

D. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

E. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

F. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

III.   Joint Ventures

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

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

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

IV.   Counting MBE/WBE Participation Toward the Contract Goals

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

below:

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

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

C.   MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D.   A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

E.   When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE. Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

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

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

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

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

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete

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

A.   Direct/Indirect Participation

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

1.   The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

   a.   A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

   b.   A listing of all MBE/WBE firms contacted that includes:

      (1)   Names, address and telephone numbers of MBE/WBE firms solicited;
      (2)   Date and time of contact;
      (3)   Method of contact (written, telephone, facsimile, etc.)

   c.   Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

      (1)   Project identification and location;
      (2)   Classification/commodity of work items for which quotations were sought;
      (3)   Date, item and location for acceptance of subcontractor bid proposals;
      (4)   Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
      (5)   Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2.   Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts* quote is excessively costly, the bidder/proposer must provide the following information:

a.   A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

(1)   A listing of all potential subcontractors contacted for a quotation on that work item;

(2)   Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b.   Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1)   The City*s estimate for the work under a specific subcontract;
(2)   The bidder/proposer*s own estimate for the work under the subcontract;
(3)   An average of the bona fide prices quoted for the subcontract;
(4)   Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B.   Assist Agency Participation

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

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

C.   Impracticability

1.   If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2.   The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

VI. Procedure To Determine Bid Compliance

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

A. **Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.** A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-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 must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm*s Area of Specialty. The MBE/WBE firm*s scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. **Joint Venture Agreements.**

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

D. **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.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must <u>at least</u> equal the MBE goal, and the total dollar commitment to proposed WBEs must <u>at least</u> equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder*s Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute

formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

B.   In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor*s final invoice. Final payments may be held until the Utilization Reports have been received. **NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**

C.   During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. <u>In the absence of written notice from the Chief Procurement Officer, the contractor*s first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter</u>.

D.   "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

E.   The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor*s books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII.   <u>MBE/WBE Substitutions</u>

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. h some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

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

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

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

IX.   <u>Non-Compliance and Damages</u>

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

(1)   failure to satisfy the MBE/WBE percentages required by the contract; and

(2)   the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

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

X.   Arbitration

A.   In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

B.   An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C.   All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney*s and arbitrator fees, as damages to a prevailing MBE/WBE.

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

XI.   <u>Record Keeping</u>

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

XII.   <u>Information Sources</u>

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

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

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

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

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

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

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

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

MBE/WBE Professional Services rev. 8/3/10 (jmm)

ATTACHMENT A – ASSIST AGENCY

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

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

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

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

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

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 Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.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) 6448557
Web: www.nawbochicago.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

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

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

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

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

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

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

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

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

January, 2011

ATTACHMENT B

(*On Bidder/Proposer's Letterhead*)

RETURN RECEIPT REQUESTED
(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Proposer)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____at _____
                                             Name of Company Representative
                                             Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

                     Monica Jimenez, Deputy Procurement Officer
                     Department of Procurement Services
                     City of Chicago
                     121 North La Salle Street, Room 403
                     Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

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

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I.   Name of joint venture: _____

    Address of joint venture: _____

    _____

    Phone number of joint venture: _____

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

    Name of Firm: _____

    Address: _____

    Phone: _____

    Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):

    Name of Firm: _____

    Address: _____

    Phone: _____

    Contact person for matters concerning MBE/WBE compliance: _____

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

    _____

    _____

    _____

V.   <u>Attach a copy of the joint venture agreement.</u> In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. <u>Ownership of the Joint Venture.</u>

    A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

        MBE/WBE ownership percentage(s) _____

        Non-MBE/WBE ownership percentage(s) _____

    B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

        1.   Profit and loss sharing: _____

        2.   Capital contributions:
             (a)   Dollar amounts of initial contribution: _____

             _____

             (b)   Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):_____

_____
_____
_____

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

_____
_____
_____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

_____
_____
_____

VII.   Control of and Participation in the Joint Venture. Identify by name and firm those individuals
who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

_____
_____
_____
_____

B. Authority to enter contracts on behalf of the joint venture:

_____
_____
_____

C. Signing, co-signing and/or collateralizing loans:

_____
_____
_____
_____

D. Acquisition of lines of credit:

_____
_____
_____

E. Acquisition and indemnification of payment and performance bonds:

_____
_____
_____

F.   Negotiating and signing labor agreements:

_____

_____

_____

_____

G.   Management of contract performance. (Identify by name and firm only):

1.   Supervision of field operations:_____

2.   Major purchases:_____

3.   Estimating:_____

4.   Engineering:_____

VIII.   Financial Controls of joint venture:
       A Which firm and/or individual will be responsible for keeping the books of account?

_____

B.   Identify the managing partner, if any, and describe the means and measure of their compensation:

_____

_____

_____

_____

C.   What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

_____

_____

_____

_____

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

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

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

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

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

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

_____

C. Which venturer will be responsible for the preparation of joint venture payrolls:

_____

X.   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 venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____   _____
Name of MBE/WBE Partner Firm   Name of Non-MBE/WBE Partner Firm

_____   _____
Signature of Affiant   Signature of Affiant

_____   _____
Name and Title of Affiant   Name and Title of Affiant

_____   _____
Date   Date

On this _____ day of _____ , 20 _____ , the above-signed officers

_____
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1

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

Name of Project/Contract: <u>Administration Parking & Hearing System</u>
Specification Number: <u>92488</u>

From: <u>BPS Staffing</u>   **MBE: Yes** ____ **: No** ___
      (Name of MBE/WBE Firm)   **WBE: Yes** __X__ **; No** ___

To: <u>IBM Corporation</u>   **and the City of Chicago:**
     (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

    ___ **Sole Proprietor**   ___ **Partnership**
    _X_ **Corporation**   ___ **Joint Venture**

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of <u>April 1, 2007</u> **to** <u>April 1, 2012</u> **for a period of one year.**

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

<u>Temporary Placement Services</u>

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

<u>*IBM shall pay BPS Staffing 4.50% of the actual contract value - where "actual contract value"*</u>

<u>*equals the total dollars the City pays IBM during the term from 8/1/2012 to 7/31/2022, unless*</u>

<u>*otherwise provided*</u>

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

Tamerra Buckhana
(Signature of Owner or Authorized Agent)

TAMERRA Buckhana, President
(Name/Title (Print)

_6/27/2012_
Date

_(312)920-6710_
Phone

JUN 22 2012

Tamerra Buckhanan
BPS Staffing, Inc. DBA BPS Staffing, Inc.
134 N. LaSalle Ste. 1125
Chicago, IL 60601

Dear Tamerra Buckhanan:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until **September 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

Shannon Andrews
Deputy Procurement Officer

FH

CITY OF CHICAGO
OFFICE OF COMPLIANCE

March 23, 2011

Tamerra Buckhanan
BPS Staffing, Inc. DBA BPS Staffing, Inc.
134 N. LaSalle Ste. 1125
Chicago, IL 60601

Annual Certificate Expires: April 1, 2012

Dear Tamerra Buckhanan:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. Re-validation of certification is required by April 1, 2012.

It is mandatory that all Women Business Enterprise (WBE) firms, upon completing their fifth fiscal year of certification, must re-validate with the City of Chicago. As such, your firm's Continuing Eligibility Affidavit is due by **April 1, 2012**. Please remember, you have an affirmative duty to file your Continuing Eligibility Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

o file your Continuing Eligibility Affidavit within the required time period;
o provide financial or other records requested pursuant to an audit within the required time period; or
o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

EMPLOYMENT AGENCY; TEMPORARY PLACEMENT; EXECUTIVE RECRUITMENT

NAICS-561311: EMPLOYMENT AGENCIES
NAICS-561320: TEMPORARY EMPLOYMENT SERVICES

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance

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

Name of Project/Contract: __Administration Parking & Hearing System__
Specification Number: __92488__

From: ___Arrow Messenger Service___   MBE: Yes ___ ; No ___
          (Name of MBE/WBE Firm)   WBE: Yes _X_ ; No ___

To: ___IBM Corporation_____ and the City of Chicago:
       (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

     ___ Sole Proprietor   ___ Partnership
     _X_ Corporation   ___ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of___ __August 1, 2012___ to ___ __July 31, 2022___ for a period of one year.

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

__Messenger Serivces__

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

IBM shall pay Arrow Messenger Service .5% of the actual contract value - where "actual contract value" equals the total dollars the City pays IBM during the term from 8/1/2012 to 7/31/2022, unless otherwise provided.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

                               (Signature of Owner or Authorized Agent)

                    Danielle Matzdorf / Executive Asst.
                                    (Name/Title (Print)

                06/27/12
                                       Date

                773 489-8008
                                       Phone

July 12, 2011

Phyllis Apelbaum
Arrow Messenger Services, Inc.
1322 West Walton Street
Chicago, IL 60642-5340

Annual Certificate Expires: July 1, 2012

Dear Phyllis Apelbaum:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **July 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD <u>if you fail to</u>:

o   file your No Change Affidavit within the required time period;
o   provide financial or other records requested pursuant to an audit within the required time period; or
o   notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

MESSENGER AND DELIVERY SERVICES; INTRASTATE TRUCK DELIVERY SERVICES; PACKAGE INTERCEPTION SERVICES; ON-SITE MAIL, COPY, AND OFFICE STAFFING

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers
Senior Compliance Officer

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

Name of Project/Contract: __Administration Parking & Hearing System__
Specification Number: __92488__

From: __GEM Business Forms__   MBE: Yes __X__; No ___
       (Name of MBE/WBE Firm)   WBE: Yes _____; No ___

To: __IBM Corporation__   and the City of Chicago:
     (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

     ___ Sole Proprietor   ___ Partnership
     _X_ Corporation   ___ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of___ __June 20, 2012__ ___ to ___ __June 1, 2017__ ___ for a period of one year.

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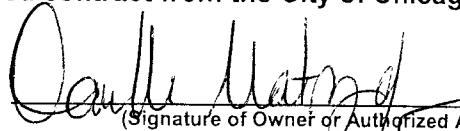
__Business Forms__

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

IBM shall pay GEM Business Forms 1.5% of the actual contract value - where "actual contract value" equals the total dollars the City pays IBM during the term from 8/1/2012 to 7/31/2022, unless otherwise provided.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

                             (Signature of Owner or Authorized Agent)

                             KATHARINE I. OWENS/PRESIDENT

                             (Name/Title (Print)

                             JUNE 27, 2012

                                        Date

                             773-735-3300

                                        Phone

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Katharine Owens
Gem Acquisition Company, Inc. d/b/a Gem Business Forms
5942 South Central Avenue
Chicago, IL 60638

Annual Certificate Expires: June 1, 2013

Dear Ms. Owens:

We are pleased to inform you that Gem Acquisition Company, Inc. d/b/a Gem Business Forms has been re-certified as a Minority and Woman Business Enterprise (MBE/WBE) by the City of Chicago. This MBE/WBE certification is valid until June 1, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by June 1, 2013.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by April 1, 2013.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority and Woman Business Enterprise (MBE/WBE) if you fail to:

- ◆ file your No Change Affidavit within the required time period;
- ◆ provide financial or other records requested pursuant to an audit within the required time period; or
- ◆ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

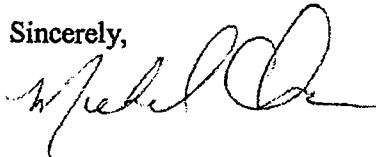Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS 323110 - Commercial Lithographic Printing
NAICS 323115 - Digital Printing

Your firm's participation on City contracts will be credited only toward Minority or Woman owned Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

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

Name of Project/Contract: __Administration Parking & Hearing System__
Specification Number: __92488__

From: __Montenegro Paper, LTD__   MBE: Yes __X__; No ___
      (Name of MBE/WBE Firm)   WBE: Yes ____; No ___

To: __IBM Corporation__ _____ and the City of Chicago:
    (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

    ___ Sole Proprietor   ___ Partnership
    _X_ Corporation   ___ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of __February 22, 2012__ to __March 27, 2013__ for a period of one year.

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

__Business Forms__
_____

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

IBM shall pay Montenegro Paper, LTD 22.0% of the actual contract value - where "actual contract value" equals the total dollars the City pays IBM during the term from 8/1/2012 to 7/31/2022, unless otherwise provided.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

Irma V. Bates
(Signature of Owner or Authorized Agent)

Irma V. Bates / V. Pres.
(Name/Title (Print)

_06/27/12_
Date

_630-894-0350_
Phone

Edgar Encisco
Montenegro Paper LTD
400 West Lake Street
Suite 220
Roselle, IL 60172-3572

Annual Certificate Expires: March 27, 2013

Dear Edgar Encisco:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **March 27, 2013.**

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **1/1/2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- o   file your No Change Affidavit within the required time period;
- o   provide financial or other records requested pursuant to an audit within the required time period; or
- o   notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to

exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

PRINTING PAPER AND PACKAGING MATERIALS SUPPLIER

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

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

Name of Project/Contract: <u>Administration Parking & Hearing System</u>
Specification Number: <u>924881</u>

From: <u>   Clarity Partners, LLC   </u>   MBE: Yes <u>X</u>; No ___
                 (Name of MBE/WBE Firm)   WBE: Yes ___; No ___

To: <u>   IBM Corporation   </u>   and the City of Chicago:
            (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

     ___ Sole Proprietor   ___ Partnership
     _X_ Corporation   ___ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of <u>   November 1, 2012   </u> to <u>   November 1, 2015   </u> for a period of one year.

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

<u>Information Technology Consulting Staffing Services</u>

_____

_____

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

<u>IBM Shall pay Clarity Partners, LLC 1.5% of the actual contract value – where "actual contract value" equals the total dollars the City pays IBM during the term from 8/1/2012 to 7/31/2022, unless otherwise provided.</u>

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of receipt of a signed contract from the City of Chicago.

_____
(Signature of Owner or Authorized Agent)

David Namkung / Managing Member
_____
(Name/Title (Print)

6/27/17
_____
Date

312-920-0550
_____
Phone

CITY OF CHICAGO

OFFICE OF COMPLIANCE

October 3, 2011

David C Namkung
Clarity Partners, LLC
22 West Washington Street, Suite 1490
Chicago, IL 60602

Annual Certificate Expires: November 1, 2012

Dear David C Namkung:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **November 1, 2015.**

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **November 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

o file your No Change Affidavit within the required time period;
o provide financial or other records requested pursuant to an audit within the required time period; or
o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

NIGP-20453: MICROCOMPUTERS, DESKTOP OR TOWERBASED
NIGP-20454: MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK
NIGP-20455: MICROCOMPUTERS, MULTI-PROCESSOR
NIGP-20500: COMPUTERS AND INFORMATION PROCESSING SYSTEMS:
HARDWARE, SOFTWARE, PERIPHERALS, ACCESSORIES, SUPPLIES,
RELATED MATERIALS
NIGP-20854: INTERNET AND WEB SITE SOFTWARE FOR
MICROCOMPUTERS
NIGP-20954: INTERNET AND WEB SITE SOFTWARE FOR MAIN FRAME
COMPU
NIGP-92019: COMPUTER DIGITIZING SERVICES
NIGP-95823: COMPUTER MANAGEMENT SERVICES

Your firm's participation on City contracts will be credited only toward Minority
Business Enterprise (MBE) goals in your area(s) of specialty. While your participation
on City contracts is not limited to your specialty, credit toward Minority Business
Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers
Senior Compliance Officer

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Contract Name: <u>Administration Parking & Hearing System</u>
Specification No.: <u>92488</u>

State of <u>Illinois</u>)

County (City) of <u>Cook (Chicago)</u>)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

IBM Corporation

(Name of 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 (Letters of Certification Attached) or have had a complete application for MBE/WBE certification on file with the City of Chicago at least thirty (30) days.

1. Direct Participation of MBE/WBE Firms

(Note: The Contractor will, 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.)

1. If Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of Contractor as a MBE satisfies the MBE goal only. Certification of Contractor as a WBE satisfies the WBE goal only.)

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

3. MBE/WBE Subcontractors/Suppliers/Consultants:

    1. Name of MBE/WBE: <u>BPS Staffing, Inc.</u>

        Address: <u>200 N. LaSalle St.</u>

        Contact Person: <u>Tamerra Buckhanan</u>   Phone: <u>312-920-6710</u>

        Dollar Amount Participation: $ <u>(DUR)</u>

        Percentage Amount of Participation: <u>4.5%</u>

        Schedule C-1 attached?   Yes <u>x</u>   No ___

    2. Name of MBE/WBE: <u>Arrow Messenger</u>

        Address: <u>1322 W. Walton</u>

        Contact Person: <u>Barbara Toomey</u>   Phone: <u>773-489-6688</u>

        Dollar Amount Participation: $ <u>(DUR)</u>

        Percentage Amount of Participation: <u>.5%</u>

        Schedule C-1 attached?   Yes <u>x</u>   No ___ *

3. Name of MBE/WBE: ___Gem Business Forms_____

   Address: ___5942 S. Central Ave_____

   Contact Person: _Katharine Owens_____ Phone: 773-735-3300_____

   Dollar Amount Participation: $ (DUR)

   Percentage Amount of Participation: 1.5%

   Schedule C-1 attached?   Yes _x__   No ___*

4. Name of MBE/WBE: ___Montenegro Paper, LTD_____

   Address: ___400 W. Lake St., Suite #220_____

   Contact Person: _Ed Enciso_____ Phone: _630-894-0350____

   Dollar Amount Participation: $(DUR)

   Percentage Amount of Participation: 22.0%

   Schedule C-1 attached?   Yes _x__   No ___*

5. Name of MBE/WBE: ___Clarity Partners, LLC_____

   Address: ___22 W. Washington Street, Suite 1490_____

   Contact Person: _David C. Namkung_____ Phone: _312-920-0550____

   Dollar Amount Participation: $(DUR)

   Percentage Amount of Participation: 1.5%

   Schedule C-1 attached?   Yes _x__   No ___*

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

2. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

   1. Name of MBE/WBE: _____

      Address: _____

      Contact Person: _____ Phone: _____

      Dollar Amount Participation: $_____

      Percentage Amount of Participation: _____%

Schedule C-1 attached?   Yes __   No ___*

2.   Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount Participation: $_____

   Percentage Amount of Participation: _____%

   Schedule C-1 attached?   Yes ____   No ___*

3.   **Attach additional sheets as needed**.

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

3. Summary of MBE/WBE Proposal:

1. MBE Proposal:

1.   MBE Direct Participation (from Section I):

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
Clarity Partners, LLC	(DUR)	1.5%
GEM Business Forms	(DUR)	1.5%
Montnegro Paper, LTD	(DUR)	22.0%
Total Direct MBE Participation:	(DUR)	25.0%

2. MBE Indirect Participation (from Section II):

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
_____	$_____	____%
_____	$_____	____%
_____	$_____	____%
Total Indirect MBE Participation:	$_____	____%

2. WBE Proposal:

1. WBE Direct Participation (from Section I):

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
Arrow Messenger	(DUR)	.5%
BPS Staffing, Inc.	(DUR)	4.5%
Total Direct WBE Participation:	(DUR)	5.0%

2. WBE Indirect Participation (from Section II):

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation

	$	_____ %
	$	_____ %
Total Indirect WBE Participation:	$	_____ %

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

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

Name: ____Hebrew Boone_____ **Phone Number:** _312-768-5678_

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

Signature (Date) *Hebrew D Boone* 6/28/2012

State of _Illinois_

County of _Cook_

This instrument was acknowledged before me on _06/28/12_ (date)

by _Hebrew D. Boone_ (name(s) of person(s))

as _Project Executive_ (type of authority, e.g., officer, trustee, etc.)

of _IBM_ (name of party on behalf of who instrument was executed).

_____
Signature of Notary Public

(Seal)
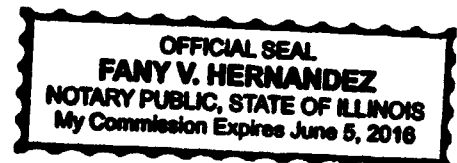
MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No._____

Contract No. _____

Project Name: _____

STATE OF:_____)

COUNTY (CITY) OF:_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____

(Title - Print or Type)

and duly authorized representative of _____

(Name of Prime Contractor /Contractor - Prin t or Type)

_____   (____)_____

(Address of Prime Contractor/Contractor)   (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____
_____	_____	$ _____	$ _____

Total MBE: $_____

Total WBE: $_____

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

Name of Contractor: _____

(Print or Type)

Signature: _____

_____ (Signature of affiant)

Name of Affiant: _____

(Print or Type)

Date: _____

_____ (Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on_____(date)

by_____(name/s of person/s)

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

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

Signature of Notary Public _____

(Seal)

EXHIBIT 4
Online Economic Disclosure Statement and Affidavit Certificate of Filing

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR CHECK RE-PRESENTMENT MANAGEMENT SERVICES, SPECIFICATION NO. 92488, THE RESPONDENT 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, item 9 in 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.	E-mail address to correspond with the Online EDS system.
	4.	Company Information:
	a.	Legal Name
	b.	FEIN/SSN
	c.	City of Chicago Vendor 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 Vendor Number, if available.
   e. Address
6. List of directors, 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 user name and password from another City Website (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 Websites. You may use a user name 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 user name for the Online EDS if it is not already taken.

Q: I don't have an e-mail address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an e-mail address. If you need an e-mail address, we suggest that you use a free Internet e-mail 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 e-mail 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 Sockets 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 "Vendor 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.comlproducts/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 htty://get.adobe.comiflashplayer.

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 33001
Certificate Printed on: 06/28/2012

Date of This Filing:06/28/2012 02:03 PM
Original Filing Date:06/28/2012 02:03 PM

Disclosing Party: IBM Corporation
Filed by: Mr. Hebrew D. Boone

Title:Project Executive IBM

Matter: City of Chicago Violation. Noticing
and Adjudication Business Process and System
Support
Applicant: IBM Corporation
Specification #: 92488
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with
the City. Please provide a copy of this Certificate of Filing to your city contact with other
required documents pertaining to the Matter. For additional guidance as to when to provide this
Certificate and other required documents, please follow instructions provided to you about the
Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting
https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search.
Prior to contract award, the filing is accessible online only to the disclosing party and the City,
but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the
public after contract award.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

IBM Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

330 N. Wabash
27th Floor
Chicago, IL 60611
United States

C. Telephone:

312-768-5678

Fax:

312-768-5678

Email:

hdboone@us.ibm.com

D. Name of contact person:

Mr. Hebrew D. Boone

E. Federal Employer Identification No. (if you have one):

13-0871985

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

City of Chicago Violation. Noticing and Adjudication Business Process and System Support

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

92488

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Publicly registered business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

New York

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Ms. Virginia Rometty
Title:	President, CEO
Role:	Both
Officer/Director:	Mr. Michael E Daniels
Title:	Sr. VP - Global Technology Services
Role:	Officer
Officer/Director:	Mr. Mark Loughridge
Title:	Chief Financial Officer
Role:	Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	BPS Staffing
Anticipated/ Retained:	Retained
Business Address:	200 N. LaSalle St Chicago,, IL 60601 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	4.5%
Estimated/Paid:	Estimated
Name:	Arrow Messenger
Anticipated/ Retained:	Retained
Business Address:	1322 W. Walton Chicago, IL 60642 United States

Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	.5
Estimated/Paid:	Estimated

Name:	Gem Business Forms
Anticipated/ Retained:	
Business Address:	5942 S. Central Ave Chicago, IL 60638 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	1.5
Estimated/Paid:	Estimated

Name:	Montenegro Paper, LTD
Anticipated/ Retained:	Retained
Business Address:	400 W. Lake St. Suite #220 Roselle, IL 60172-3572 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	22.0
Estimated/Paid:	Estimated

Name:	Clarity Partners, LLC
Anticipated/ Retained:	Retained
Business Address:	22 W. Washington Street Suite 1490 Chicago, IL 60602 United States
Relationship:	Subcontractor - MWDBE
Fees ($$ or %):	1.5
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

  i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
  ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

  a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud;

embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

• bid-rigging in violation of 720 ILCS 5/33E-3;
• bid-rotating in violation of 720 ILCS 5/33E-4; or

- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party

understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 06/28/2012
Mr. Hebrew D. Boone
Project Executive IBM

IBM Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

EXHIBIT 5
Insurance Requirements and Evidence of Insurance

Department of Finance
Department of Administrative Hearings

The Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any additional work or Services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A.   INSURANCE TO BE PROVIDED

1)   <u>Workers Compensation and Employers Liability</u>

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 <u>$500,000</u> each accident, illness or disease.

2)   <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than <u>$10,000,000</u> per occurrence for bodily injury, personal injury, and property damage liability.   Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).   The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work or Services for Contractor must maintain limits of not less than <u>$1,000,000</u> with the same terms in this subsection.

3)   <u>Automobile Liability</u> (Primary and Umbrella)

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

Subcontractors performing work or Services for Contractor must maintain limits of not less than <u>$1,000,000</u> with the same terms in this subsection.

4)   Blanket Crime

Contractor must provide Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected or received and in the possession of the Contractor any given time.

5)   Professional Liability

When any system engineers, project managers, accountants, bookkeepers, program administrators, electronic data processing (EDP) professionals but limited to system programmers, hardware and software designers/consultants or any other professional consultants 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. Coverage must include performance of or failure to perform EDP, performance of or failure to perform computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing work or Services for Contractor must maintain limits of not less than $1,000,000 with the same terms in this subsection.

6)   Valuable Papers

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

7)   Property

All Risk Property Insurance must be maintained by the Contractor at full replacement cost covering loss or damage to machinery, equipment (including computer hardware, software) during testing, maintenance and/or repair of the City of Chicago system/equipment or other property at City or Contractor's site. The City of Chicago is to be named additional insured and loss payee.

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of this Agreement.

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

8) <u>All Risk Property/Installation (when applicable)</u>

All Risk Property Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property equipment/system, computer software, materials parts and supplies that are part of the project during the course of rehabilitation, installation and testing until City acceptance. Coverage must include worksite, 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.

9) <u>Directors and Officers Liability</u>

Directors and Liability Insurance must be maintained in connection with this Agreement with limits of not less than $1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, precede commencement of Services by the Contractor under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement; with a copy of all such certificates sent to the Department of Finance and Department of Administrative Hearings, Attention: Contracts Coordinator, City Hall, Room 107 A, 121 North LaSalle Street 60602. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent 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 certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

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

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.

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.

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

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

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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

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

PRODUCER	CONTACT NAME:
Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Phone: 866.266.7475 Fax: 866.467.7847	PHONE (A/C, No, Ext): / FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED International Business Machines Corp. & Any Other Subsidiary Corp. Owned or Controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States	COMPANY A: ACE American Insurance Company COMPANY B: ACE Property & Casualty Insurance Company	

COVERAGES   CERTIFICATE NUMBER: 162133   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			HDOG27009803	5/21/2012	5/21/2013	EACH OCCURRENCE	$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$10,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [ ]						GENERAL AGGREGATE	$10,000,000
							PRODUCTS - COMP/OP AGG	$10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ISAH08695969	5/21/2012	5/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $			XOOG25915951	5/21/2012	5/21/2013	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER [ ]	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Automobile Liability limits over $5,000,000 are evidenced by the Excess (Umbrella) Liability Policy.
Please see page 2 for any additional language.

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Department of Procurement Services 121 North LaSalle Street Room # 403 Chicago, Illinois 60602 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Representative: Aon Risk Services Northeast, Inc. _Aon Risk Services Northeast Inc_

ACORD 25 (2009/09)   The ACORD name and logo are registered marks of ACORD

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Phone: 866.266.7475 Fax: 866.467.7847	International Business Machines Corp. & Any Other Subsidiary Corp. Owned or Controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Chicago Department of Procurement Services is hereby named as an additional insured on General Liability policy but only to the extent that their interest may appear.

City of Chicago Department of Procurement Services is hereby named as an additional insured on Auto Liability policy but only to the extent that their interest may appear.

Project: City of Chicago Violation, Noticing and Adjudication Business Process and System Support Specification No. 92488

If there is a question regarding this certificate please contact Ronald Kaiser
(Email: rmkaiser@us.ibm.com Phone: 773-768-5649)

All operations incidental to the conduct of insured's business in the United States of America.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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

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

PRODUCER	CONTACT NAME:
Financial Services Group A Division of Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038	PHONE (A/C, No. Ext): / FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:

	INSURER(S) AFFORDING COVERAGE
INSURED International Business Machines Corp. & Any Other Subsidiary Corp. Owned or Controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States	COMPANY A: Chartis/National Union Fire Insurance Company of Pittsburgh, PA

COVERAGES   CERTIFICATE NUMBER: 162130   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC							
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	X CRIME Type of policy: Crime & Fidelity			02-113-12-53 (Primary)	6/30/2012	6/30/2013	X Empl. Theft	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Description: City of Chicago Violation, Noticing and Adjudication Busines Process and System Support Specification No.92488

City of Chicago Department of Procurement Services is hereby named as Loss Payee.

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Department of Procurement Services 121 North LaSalle Street Room # 403 Chicago, Illinois 60602 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc. *Aon Risk Services Northeast Inc*

ACORD 25 (2009/09)   The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

CERTIFICATE NUMBER

162130

AGENCY	NAMED INSURED
Financial Services Group A Division of Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038	International Business Machines Corp. & Any Other Subsidiary Corp. Owned or Controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States

EFFECTIVE DATE: 06/30/2012

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CRIME & FIDELITY BOND - EXCESS

If there is a question regarding this certificate, please contact RONALD KAISER
(Email: RMKAISER@US.IBM.COM;   Phone: 773-768-5649)

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

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

AGENCY	PHONE (A/C. No. Ext): 1-866-283-7122	COMPANY	Serial # 0410

DIRECT PLACEMENT THE PROPERTY INSURANCE IS A DIRECT PLACEMENT. AON INSURANCE MANAGERS USA INC MANAGES THE CAPTIVE INSURER INDICATED HERE. AON HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT

WTC INSURANCE COMPANY, LTD.
AON HOUSE
30 WOODBOURNE AVENUE
PEMBROKE HM 08
BERMUDA

FAX (A/C, No):

E-MAIL ADDRESS:

CODE: SUB CODE:

AGENCY CUSTOMER ID #:

INSURED

INTERNATIONL BUSINESS MACHINES CORP.
& ANY OTHER SUBSIDIARY CORP. OWNED OR CONTROLLED
BY THE INSURED
ONE NEW ORCHARD ROAD
ARMONK NY 10504 USA

LOAN NUMBER

POLICY NUMBER
1-100001-00-/2012

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
03/01/2012	03/01/2013	

THIS REPLACES PRIOR EVIDENCE DATED:
03/01/2011

PROPERTY INFORMATION

LOCATION/DESCRIPTION

EVDECNING ALL RISK PROPERTY INCLUDING VALUABLE PAPERS AND RECORDS FOR THE CITY OF CHICAGO PARKING AND ADMINSTRATIVE HEARINGS AT 330 NORTH WABASH 27TH FLOOR CHICAGO IL 60611

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK PROPERTY	2,000,000	

REMARKS (Including Special Conditions)

"ALL RISK" DIRECT PHYSICAL LOSS OR DAMAGE TO PROPERTY INCLUDING THE TIME ELEMENT, SUBJECT TO POLICY CONDITIONS AND STIPULATIONS AS THEIR INTEREST MAY APPEAR

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

CITY OF CHICAGO PARKING & ADMINSTRATIVE
CITY OF CHICAGO PARKING AND ADMINSTRATIVE
HEARINGS
330 NORTH WABASH
CHCAGIO IL 60511

X	MORTGAGEE		ADDITIONAL INSURED
X	LOSS PAYEE		

LOAN #

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

ACORD 27 (2009/12)

T:\FMPRO1\ABN AMRO 11-12 PROPERTY CERTS.FP5

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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

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

PRODUCER	CONTACT NAME:		
Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	PHONE (A/C, No, Ext):		FAX (A/C, No):
	EMAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED International Business Machines Corp. & Any Other Subsidiary Corp. Owned or Controlled by the Insured 1 New Orchard Road Armonk, NY 10504 United States	INSURER A: Swiss Re International SE	1121405
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES   CERTIFICATE NUMBER: 162131   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability/ Errors & Omissions			F3 4273	12/31/2011	12/31/2012	Limit: $5,000,000 per claim $5,000,000 in the aggregate	

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

Job Description/Project Name/Project Number: City of Chicago Violation, Noticing and Adjudication Business Process and System Support Specification 92488

If there is a question regarding this certificate please contact Ronald Kaiser
(Email: rmkaiser@us.ibm.com Phone: 773-768-5649)

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Department of Procurement Services 121 North LaSalle Street Room # 403 Chicago, Illinois 60602 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lindy S. Wallick

ACORD 25 (2010/05)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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

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

PRODUCER	CONTACT NAME:		
Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Phone: 866.266.7475 Fax: 866.467.7847	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED International Business Machines Corp. 1 New Orchard Road Armonk, NY 10504 United States	COMPANY A: Liberty Insurance Corporation	
	COMPANY B: Liberty Mutual Insurance Company	
	COMPANY C: National Union Fire Insurance Company of Pittsburgh, PA	

COVERAGES

CERTIFICATE NUMBER: 162137   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ HIRED AUTOS							
	☐ NON-OWNED AUTOS							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DEDUCTIBLE ☐ RETENTION $							
A A A A B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-62D-004158-442 (AOS,PR,NY) ** WA7-62D-004158-672 (MN) WC7-621-004158-152 (OR, WI) EW5-62N-004158-692 (Excess OH) EL1-621-004158-842(VI) 83-118922 (Guam)	1/1/2012 1/1/2012 1/1/2012 1/1/2012 1/1/2012 1/1/2012	1/1/2013 1/1/2013 1/1/2013 1/1/2013 1/1/2013 1/1/2013	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$5,000,000
							E.L. DISEASE - EA EMPLOYEE	$5,000,000
							E.L. DISEASE - POLICY LIMIT	$5,000,000

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

** Includes EL coverage for monopolistic states ND, PR, WA, WY

Please see page 2 for any additional language.

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Department of Procurement Services 121 North LaSalle Street Room # 403 Chicago, Illinois 60602 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Authorized Representative: Aon Risk Services Northeast, Inc.

ACORD 25 (2009/09)   The ACORD name and logo are registered marks of ACORD

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc. 199 Water Street New York, NY 10038 Phone: 866.266.7475 Fax: 866.467.7847	International Business Machines Corp. 1 New Orchard Road Armonk, NY 10504 United States
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation is not applicable where prohibited or limited by the laws of the jurisdiction in which the
work is to be performed. Waiver of Subrogation will not apply in instances of (customer's) Gross Negligence, if
the exclusion of such Gross Negligence is not prohibited by any jurisdiction.

Project: City of Chicago Violation, Noticing and Adjudicatin Business Process and System Support Specification 92488

If there is a question regarding this certificate please contact Ronald Kaiser
(Email: rmkaiser@us.ibm.com Phone: 773-768-5649)

All operations incidental to the conduct of insured's business in the United States of America.

ACORD 101 (2008/01)

EXHIBIT 6

{Intentionally Omitted}

EXHIBIT 7

{Intentionally Omitted}

EXHIBIT 8
{Intentionally Omitted}

Schedule A
Scope of Services

PART I: General Delivery Management Services

1.0 Introduction

Notwithstanding any other requirements in this Agreement, the Contractor shall manage all services, hardware, software, software licenses and software license maintenance support otherwise not provided by the City, utilities, real estate properties for the leased space for the Facility, equipment and related peripheral equipment and supplies, and all qualified service and technical support personnel – including Contractor's Subcontractors, all as may be required in order to insure the scope of services and service level requirements are provided at the Annual Service Charge and other costs set forth and in accordance with Schedule C (Charges).

This Scope of Services (SOS) describes the duties and responsibilities of Contractor and City related to Contractor's provision of the Services associated with the following eight (8) service areas or service towers provided by Contractor to the City:

I. General Delivery Management Services

II. Application Support Services

III. Infrastructure Maintenance and Support

IV. Call Center Services

V. Forms Management, Printing and Mailing Services

VI. Data Capture and Verification Services

VII. Payment Processing

VIII. Help Desk Services

2.0 Service Management

2.1 Process Interface Manual

The Process Interface Manual will:

(1) provide a high level overview of the processes requiring City's involvement (for example, Service Request, Change Management, Problem Management);

(2) be used by Contractor to provide the Services;

(3) identify the process interfaces; and

(4) describe how City and Contractor will interact during the Term.

Until such time as City and Contractor complete and approve the Process Interface Manual, Contractor will use the current processes and procedures existing as of the Effective Date to the extent that such processes and procedures are applicable to the new operating environment. The final Process Interface Manual will supersede all prior processes and procedures unless otherwise specified.

Contractor will:

(1) assign an individual to be the single point of contact to City for the Process Interface Manual development and maintenance;

(2) provide City the proposed table of contents and format for the Process Interface Manual for City's review and approval;

(3) develop and provide City the draft Process Interface Manual, which will be customized by Contractor to reflect the process interfaces between City and Contractor;

(4) review City feedback and revise the draft Process Interface Manual to incorporate mutually agreed changes;

(5) provide the final version of the Process Interface Manual to City;

(6) jointly review the Process Interface Manual on an annual basis or more frequently, as required, and update and maintain the Process Interface Manual accordingly; and

(7) provide appropriate Contractor employees with access to the Process Interface Manual, as required.

City will:

(1) assign an individual to be the single point of contact to Contractor for the Process Interface Manual development and maintenance;

(2) review and approve the proposed table of contents and format for the Process Interface Manual;

(3) review and provide to Contractor, in writing, City's comments, questions and proposed changes to the draft Process Interface Manual;

(4) acknowledge City's receipt of the final version of the Process Interface Manual;

(5) identify process inhibitors and propose process improvements to Contractor, as appropriate;

(6) jointly review the Process Interface Manual on an annual basis or more frequently, as required; and

(7) provide appropriate City employees with access to the Process Interface Manual, as required.

2.2 Processes

Contractor will provide to City, and the Parties will mutually agree on and use, the following processes for managing the Services. The Service Management Processes and Service Delivery Processes, set forth below and further defined in the Process Interface Manual, will apply, in some combination, to all the Services and will be implemented, as described in this Scope of Services (SOS) document.

2.2.1 Service Management Processes

The following Service Management Processes will be used by City and Contractor for managing the Services:

(a) **Change Management (or Change Management Process)** is the process for planning, testing, coordinating, implementing and monitoring changes affecting service delivery and the operating environments without adversely impacting service delivery.

(b) **Escalation Management** is the process for escalating and resolving issues associated with requests (for example, change requests, incident resolution requests).

(c) **Incident Management** is the process for minimizing the impact of Incidents affecting the availability of the Services, which is accomplished through analysis, tracking, and prevention of Incidents.

(d) **Major Incident Management** is the process for minimizing the impact of Major Incidents. This process includes the coordination of service recovery, notification and escalation, business mitigation planning, and outage review for a Major Incident and applies to all Major Incidents that Contractor is responsible to manage (including Major Incidents owned by Contractor that are resolved by a third party).

(e) **The Measurements and Reporting** process provides measurements to management and other service delivery processes to satisfy measurement requirements and comply with strategies, business needs, and key directions (in terms of quality, cost, performance, and resource control). This process is used to deliver contractually required service delivery and support measurements associated with the Service Levels and includes management and control of the computation, storage, and delivery of formatted data, indicators and reports to the users of such measurements.

(f) **Problem Management** is the process for identifying, recording, tracking, correcting and managing problems impacting service delivery, recognizing recurring problems, addressing procedural issues and containing or minimizing the impact of problems that occur.

(g) **Recovery Management** is the process for planning, establishing and testing the recovery procedures required to re-establish the functionality of systems included in the Services in the event of a system failure. This process also addresses the monitoring, assessing, and reporting of the test results to management. The intent of this process is to anticipate and minimize the impact of systems resource failure through the development of predefined, documented procedures and software/hardware recovery capabilities. The City and Contractor will agree on the procedures for recovery.

(h) **Service Level Management** is the process for monitoring and tracking performance against the Service Levels.

(i) **Service Request Management** is the process for defining services and / or scope of services as it relates to a Service Request Project initiated by a CANVAS End User.

2.2.3 Service Delivery Processes

The following Service Delivery Processes will be used by City and Contractor for managing Contractor's delivery of the Services:

(a) **Asset Management** is the process used to maintain a record of the Machines (including incoming and outgoing) for those environments. This process includes tracking by machine location and providing necessary information to permit maintenance vendor coordination.

(b) **Availability Management** is the process for coordinating the appropriate skills, information, tools and procedures required to manage the availability of interactive networks and their supporting hardware and software components.

(c) **Backup and Recovery Management** is the process for backing up data files and recovering such data to its original location in the event of data loss and includes planning, testing, and implementing procedures and standards required to provide the Services in the event of a failure.

(d) **Batch Management** is the process for controlling production batch applications, including the scheduling of resources and the processing set up for data and transactions.

(e) **Capacity Planning** is the process for planning for adequate IT resources required to fulfill current and future resource requirements and includes planning for the efficient use of existing IT resources and identifying any change in the type and quantity of IT resources necessary to perform the Services.

(f) **Configuration Management** is the process for designing, planning, and maintaining the physical and logical configuration of server hardware and software as well as network components and the way these resources are interrelated in City's environment.

(g) **Database Management** is the process for the design, development, deployment, maintenance, and administration of City production databases used to support Contractor's delivery of the Services.

(h) **Hardware Facilities Planning** is the process that defines the activities associated with the planning for and administration of dedicated hardware facilities, including raised floor rooms, server rooms, labs and network closets.

(i) **Hardware Support** is the process used for managing hardware services, such as break / fix, installation, maintenance, and removal.

(j) **IT Security Management** is the process for providing security protection for logical and physical inventory and assets that are associated with delivery of the Services.

(k) **Network Management** is the process used for the installation, administration, maintenance, monitoring, troubleshooting, restoration, and documentation of in-scope network devices within the Contractor managed network.

(l) **Operations Management** is the process for monitoring the availability and the performance of the Machines for those environments for which Contractor is providing Services. Monitoring will be accomplished by periodic polling of such equipment and by processing system events that are generated. Performance monitoring will attempt to detect problems before End Users are affected.

(m) **Performance Management** is the process for monitoring, measuring, analyzing, tuning and reporting systems performance to meet agreed upon Service Levels.

(n) **Project Management** is the process used to initiate, execute and complete a project in accordance with the defined project scope and completion criteria.

(o) The **Help Desk process** is used by the Contractor CANVAS Help Desk to provide a single point of contact to CANVAS End Users for the Services. The Contractor CANVAS Help Desk receives, fulfills and closes CANVAS End User

---

requests for service and Incidents. If the Contractor CANVAS Help Desk cannot directly resolve the Incident or fulfill the request (for example, an IMAC request), it is passed to the appropriate support group for resolution or fulfillment.

(p) **Software License Management** is the process for requesting, gathering, tracking, and distributing software licenses.

(q) **Software Support** is the process that addresses Software Currency and ongoing Software maintenance.

(r) **Storage Management** is the process used for maximizing disk storage and resources, by using tools to migrate unused data and to de-fragment disk volumes.

(s) **Tape Operations** is the process used to control tape resources, including the preparation of and actual shipment to designated Contractor offsite storage locations.

(t) **Technology Strategy and Refresh Management** is the process used to provide research, Planning, and Administrative support for periodically refreshing City's CANVAS Technology environment with minimal disruption to City's business objectives and business cycles.

(u) **User ID Administration** is the process for administering and handling City and Contractor User ID requests, including granting, changing, or deleting a user's access rights, password resets or user group creation, deletion, or modification.

(v) **Voice Management** is the process for managing and maintaining the voice equipment used to provide the Services.

NOTE: The following sections are numbered to correspond to the RFP provided by the City

4.1.1 Managed Service

Contractor Hosted Environment

(a) Contractor must design, plan, build, implement, secure, and maintain the architecture for the Contractor environment required to provide the Services.

(b) Contractor owned systems and infrastructure used to provide the Services may be managed in accordance with the Contractor's Managed Services security policy, as may be approved by the City.

(c) Contractor will provide the Services using a combination of dedicated resources, as described and defined in Schedule K (Key Personnel), and shared resources as required.

Service Hours

Contractor will provide each of the Services during the Service Hours specified in the following table. All times are based on Chicago, IL, U.S. Central Times.

Services	Service Hours
Application Maintenance Services	
- Business Hours	8:00am – 5:00pm (Monday – Friday) None (Saturday, Sunday and City Holidays)
- Service Hours	24x7 less scheduled maintenance
VRU System	
- Business Hours	7:00am – 7:00pm (Monday – Friday) None (Saturday, Sunday or City Holidays)
- Service Hours	24x7 (VRU) less scheduled maintenance
Call Center	
- Business Hours	7:00 am – 7:00 pm (Monday – Friday) None (Saturday, Sunday, and City Holidays)
- Service Hours	7:00 am – 7:00 pm (Monday – Friday) None (Saturday, Sunday, and City Holidays)
Forms Management, Printing and Mailing	
- Business Hours	8:00 am – 5:00 pm (Monday – Friday) None (Saturday, Sunday, and City Holidays)
- Service Hours	Same as Business Hours
Data Capture and Verification Services	
- Business Hours	8:00 am – 5:00 pm (Monday – Friday) None (Saturday, Sunday, and City Holidays)
- Service Hours	Same as Business Hours
Payment Processing Services – Lock Box Processing	
- Business Hours	8:00 am – 5:00 pm (Monday – Friday) None (Saturday, Sunday, and City Holidays)
- Service Hours	Same as Business Hours
Help Desk Services – End User Support	
- Business Hours	6:00 am – 8:00 pm (Monday – Friday) 8:00 am – 4:00 pm (Saturday) None (Sunday and City Holidays)
- Service Hours	24x7 technical support services

Contractor Maintenance

Contractor shall perform application maintenance services at the Contractor-managed Data Center upon reasonable notice to City.

Maintenance Windows

Scheduled Maintenance

Contractor and City will designate a period of time within the times specified above, and in accordance with Contractor's change management process, within which all scheduled- maintenance activities are to take place in the CANVAS Application Environment (collectively the "Scheduled Maintenance Windows"). The City agrees that Contractor may utilize the Scheduled Maintenance Windows to perform any maintenance activities required for the Environment and City acknowledges that the Environment may experience downtime during the Scheduled Maintenance Windows. In the event that City does not permit Contractor to conduct maintenance during Scheduled Maintenance Windows, (i) Contractor's Service Levels will be suspended until the requested maintenance is permitted, and (ii) any dedicated resources, Base Components required to accommodate City will be considered a Scope Change.

Contractor and City will designate a mutually agreed upon period of time for required application maintenance, as necessary. When planning maintenance, production environments will typically be scheduled during weekends and non-production environments will be scheduled during the weekday hours. The City acknowledges and agrees that Contractor may utilize City Environment Components Maintenance window to upgrade base components at Contractor's discretion in order to maintain the base component currency.

The City or Contractor may, from time to time, request planned or unplanned full or partial Environment outage, over and above the Scheduled Maintenance Window and such maintenance will be considered the "Requested Maintenance Downtime".

Critical Maintenance

In addition to Scheduled Maintenance Windows, there may be from time to time, emergency outages recommended by the software publisher or equipment manufacturer to perform critical fixes, patches, updates, or other urgent maintenance ("Critical Maintenance") including but not limited to security vulnerability patches. Contractor will communicate any Critical Maintenance to City reasonably in advance and will use reasonable efforts to schedule Critical Maintenance to minimize the impact of any outage to City's business operations (e.g. outside of normal business hours)

Updates and Upgrades

(1) Updates

    a. All Updates are implemented in accordance with the specific vendor's published Update procedures and will be installed subject to defined Service Request Management Process. In the event that City refuses to install a security patch, City must sign a security exception form and Contractor is relieved of its obligations to pay Service Level Credits for events resulting from such refusal. Roles and responsibilities for installation, testing and migration of Updates for production and non-production environments are set forth in the Service Scope.

(2) Upgrades

a. An "Upgrade" is defined as the installation of a major release of the operating system to correct errors or significantly enhance the performance and functionality of the operating system, and which involves a substantial technical change in the operating system or operating environment. Operating system Upgrades are subject to the defined Service Request Process.

Contractor Managed Services Web Portal Access

Contractor will provide City with access to Contractor's password protected web portal that provides City access to information and reports related to the managed Services, (hereinafter "gSMRT") as provided in this Section.

The City will provide Contractor with a list of the users (including future updates to that list) who are to have authorized access to the Contractor provided reporting tool(s).

CANVAS Components

(1) As defined in Schedule G (CANVAS Components), Schedule F (Facilities), Schedule M (Machines), and Schedule N (Software).

(2) SOFTWARE OPERATING ENVIRONMENT CURRENCY

The City is required to ensure that any City-Provided Components, software programs and hardware are covered under valid support and maintenance agreements with the software publisher, hardware supplier or other third party provider ("Software/Hardware Support") for as long as the publisher, supplier or other provider actively offers maintenance and support agreements. In the event that City fails to maintain support or in the event the version of City Components utilized by City is no longer supported ("End of Life"), the City must either (a) upgrade City Components to a supported version, (b) purchase extended maintenance from the publisher/supplier or provide another provider to provide break/fix support, or (c) City may elect not to maintain Software/Hardware Support. In the event that City elects not to maintain Software/Hardware Support for any reason, including End of Life, City acknowledges that Contractor's Services may be impacted. In such event, any downtime or other Service failures will be excluded from Contractor's Service Levels and any additional Contractor support arising from lack of Software/Hardware Support will be provided for an additional charge. In addition, City acknowledges that where City elects to run a version of such City Components after End of Life, the Infrastructure and Application Environment may be impacted (e.g. inability to maintain software currency for operating systems, or inability to deploy Contractor's management tools due to lack of certification) and City may experience interoperability problems with the Contractor Infrastructure and/or Application Environment. Contractor will be relieved of the associated SLR for the part of the Environment that is impacted.

4.1.2 Account Management

Contractor shall provide a management and governance model designed to specifically meet the City's needs, provide uniform execution across functional service process competencies, and maintain a robust level of service measurement that will help support the City's current and future end state. Contractor must provide a team of dedicated and empowered resources fully responsible for the delivery and business relationship between City and Contractor.

4.1.5 Facilities

The Contractor must provide all required facilities including necessary office space, call center, Data Center, secure payment processing, storage, and any other space as may be required to support the CANVAS operations, Key Personnel, and co-located City of Chicago CANVAS operations staff and staff requirements.

4.1.5.1 Location of Facilities

As set forth in Schedule L (Facility)

4.1.5.2 Location of City Employees

The Contractor shall provide office space for up to ten (10) City employees responsible for the management of this Agreement and overall CANVAS operation.

As set forth in Schedule L (Facility)

4.1.5.3 Connectivity to City Networks

City to provide connectivity from the Contractor-provided facilities to the City's telecommunications network and will also provide:

- high speed connectivity and reliable network access
- City computers connected to the City-managed and maintained LAN segment with full connectivity to City applications and systems
- a clear demarcation of responsibilities from the City telecommunications network and the Contractor's operations
- a secure connection between the City telecommunications network and the Contractor's network via City provided firewalls and Contractor-provided firewalls

4.1.6 Documentation

The Contractor must provide and maintain detailed documentation of all services being provided. The Contractor shall maintain and periodically update (no less than quarterly) the standards and operational procedures manual, in consultation with the City, to reflect changes in the operations or procedures for all services being provided. City will review and approve changes made to the standards and operational procedures manual prior to inclusion of the released document.

4.1.8 Security and Identity Protection

Contractor will maintain security controls that are consistent with the security controls implemented at City as of the Effective Date. Contractor will work with City to detail City's existing security controls, if necessary, and to enhance the existing security controls document that will define the mutually agreed security controls that Contractor will follow and, as necessary, implement in the CANVAS environment. Such document will include, at a minimum, the security responsibilities listed below.
Contractor must tightly control access to CANVAS. Access to the CANVAS application environment shall be controlled by the Contractor based on job requirements and approval procedures authorized by the City and as agreed to by the Contractor's authorized management.

4.1.8.1 General Security

(1) Security Policy Management

Contractor will:

a. with City's assistance, gather information to document the security controls City has in place as of the Effective Date to establish City's IT security standards and to define the technical specifications for the systems managed by Contractor;

b. perform a gap analysis between the security controls the City has in place as of the Effective Date and the Information Security Controls Document;

c. with City's assistance, develop and implement the security document that is used to capture the security policies and technical controls that Contractor will implement on Contractor managed systems, servers and networks (ie. Information Security Controls (ISeC) Document);

d. on an annual basis, review the ISeC, or equivalent, Document with City and update, as appropriate.

City will:

a. assist Contractor in documenting the security controls City has in place as of the Effective Date;

b. provide contact, security policies and IT infrastructure information and any updates as they occur;

c. assist Contractor in developing the Information Security Controls Document;

d. on a periodic basis, review the Information Security Controls Document with Contractor and provide recommended updates, as appropriate.

(2) Security Compliance Support

Contractor will:

a. perform periodic security reviews to validate compliance (for example, validating access authorization per City's instruction, the correct use of logical control features); and

b. identify and manage security risks and exposures within Contractor's control as part of the Services.

City will:

a. Identify and interpret legal, regulatory or other security requirements applicable to City's business.

(3) Security Audit Management

Contractor will:

a. provide a Contractor Focal Point with responsibility for account security audits;

b. communicate with and respond to auditor's requests;

c. facilitate security audits and reviews;

d. perform non-compliance support audit activities for Contractor internal audits, external client reviews and third party reviews; and

e. coordinate issues resolution identified during the security audit process and provide recommendations for resolution.

City will:

a. provide a City Focal Point with responsibility for account security audits;

(4) Regulatory Program Management

Contractor will:

b. assist City in the development of testing criteria for City-identified regulatory controls and implement, as appropriate;

c. utilize Contractor processes, tools, and infrastructure, as appropriate, and maintain supporting documentation in support of City-identified regulatory controls;

d. In accordance with City-identified regulatory controls, manage regulatory training for Contractor and maintain supporting documentation; and

City will:

a. provide City-identified regulatory controls; and

b. develop, with Contractor's assistance, testing criteria for City-identified regulatory controls.

(5) Security Management

Contractor will:

a. provide a Contractor Focal Point with responsibility for day-to-day security management;

b. perform risk and issue management, including:

  i.   establishing procedures for logging, alarming and reporting of security violations and issues;

  ii. managing to resolution security risks identified as a result of reviews and audits, changes in Contractor environment, changes in operating practices, processes or technology; and

  iii. notifying relevant parties of the risks, their potential impact and actions to mitigate the impact; and

City will:

a. provide a City Focal Point with responsibility for day-to-day security management;

b. communicate the security procedures to End Users (for example, login procedures, password requirements, use of anti virus programs, data and equipment security procedures);

c. notify Contractor of changes City makes to its security policies and standards; and

d. provide any additional or unique resources (for example, hardware, software or other components, personnel) and perform any site modifications required to enable Contractor to implement City's security requirements.

(6) Infrastructure Protection: Emergency Response Services

Contractor will:

a. provide telephone support for remote security incident response;

b. perform initial security incident consultation;

c. develop customized emergency response plans to help minimize the effect of future attacks; and

d. provide advice and guidance on such topics as Internet security incident assessment, preparedness, management, and response.

(7) Managed Intrusion Detection and Prevention Services

Contractor will:

a. monitor, manage, configure and support network intrusion detection and intrusion prevention sensors;

b. perform security policy configuration changes needed to resolve network connectivity issues and critical attacks.

City will:

a. request policy configuration changes needed to resolve network connectivity issues with City provided network equipment and / or services.

(8) Managed Protection Services: Network

Contractor will:

a. monitor and support the networks using specific Contractor Internet Security Systems (ISS) products (i.e.intrusion protection sensors and anti-virus) to assist in protecting from Internet threats;

b. monitor, manage and configure network intrusion prevention sensors;

c. follow the defined Incident Management process for incidents associated to network managed protection services

City will:

a. provide information regarding City's IT infrastructure and notify Contractor of changes made to such infrastructure that could impact the Services.

(9) Security Event and Log Management Services

Contractor will:

a. collect security or log data in a text based format;

b. archive, analyze, correlate and trend events and logs, while managing response and remediation workflow;

c. provide security events and store log-data online for one year; and

d. analyze security events from select intrusion detection and intrusion prevention devices and provide alerts via the web portal.

(10) System Currency: System Security Checking

Contractor will:

a. install, test and maintain security policy verification software;

b. perform system security checks of managed mid-range servers, network devices, and system tools to validate compliance with the technical specifications documented in the Information Security Controls Document every 18 months.

System security checks will be performed on a sample of systems. Checks will verify that:

    i. anti-virus software is functional and operating on Supported Servers;

    ii. technical controls to enforce operating system password policy are in place;

    iii. logs of privileged access and log-on/log-off activities are being captured as defined in the Information Security Controls document technical specifications;

c. document identified issues and take corrective action on the findings, as appropriate.

(11) Security Advisory and Integrity

Contractor will for operating systems, software tools, and network infrastructure systems and devices managed by Contractor:

a. monitor security patches;

b. notify City per defined Service Level Requirements of Contractor-rated high severity security patches;

c. install City-approved security patches within the following security change window parameters

City will:

a. evaluate advisory notifications from Contractor and approve security patches for installation at least one Business Day before scheduled implementation date;

(12) Malware Defense Management

Contractor will:

a. install, test and maintain anti-malware software on Supported Servers;

b. push anti-malware definitions, Contractor product updates, and policy and configuration updates to Supported Servers, as appropriate;

c. if malware is detected, take corrective action in accordance with the Information Security Controls Document (i.e., prevent, detect and remove malware infections and respond to malware security incidents);

d. notify City, in accordance with the established procedures, if malware is detected on a Supported Server;

e. perform virus definition, pattern file updates and policy configuration;

(13) Information Security Assessment

Contractor will:

a. develop, maintain and implement the applicable processes and procedures for information security assessment;

b. perform an information security assessment to determine the current level of vulnerabilities;

c. review and analyze real-time threats;

d. escalate attacks on access controls to the extent that full administrative authority may be obtained;

(14) Identity and Access: Management of Privileged User IDs and Contractor User IDs

For the operating systems, software tools and network infrastructure systems and devices under Contractor management,

Contractor will:

a. perform the following provisioning and compliance activities:

    i. provision and manage User IDs for Contractor personnel;

    ii. perform quarterly employment verification and annual revalidation for Contractor personnel and remove Contractor User IDs, as appropriate;

    iii. administer passwords for Contractor User IDs and privileged User IDs;

    iv. provision and manage the Contractor ID's as defined in the platform specific technical specifications set forth in the Information Security Controls Document;

    v. revalidate privileged authorizations annually and remove privileged User IDs, as appropriate;

b. maintain audit records for privileged User ID approvals, verifications and revalidations;

4.1.8.3 Physical Security

Contractor must provide physical security and video monitoring at the Contractor-provided Data Center facility and limit access to ensure only authorized personnel only (including housekeeping, maintenance staff, and security workers as applicable) entry throughout the facilities which provide Service-related information and remote CANVAS system access.

Contractor will:

(1) provide lock and key control access to Contractor provided facilities and data center

(2) provide perimeter door alarms with monitoring and video monitoring at critical areas:

    a. payment processing center

    b. access to data center

(3) provide computer controlled card access system, including stringent requirements on badge issuance and usage and frequent reconciliation of badge database to verify only valid individuals have access. All transactions are archived for investigative purposes.

(4) adhere to security standards as outlined in the ISeC or GSD331 documentation

4.1.8.5 Payment Card Industry (PCI) Data Security Standard (DSS) Compliance

Contractor shall provide for compliance to the Payment Card Industry ("PCI") Data Security Standard ("DSS") based on agreed upon PCI requirements for the Services required.

Contractor shall be compliant with City of Chicago "Compliance with Payment Card Industry Data Security Standard and City of Chicago Red Flags Policy and Protocols" based on agreed upon PCI requirements where applicable.
Contractor will:

    (1) work with the City to review PCI standards on an annual basis up to 80 hours

    (2) provide PCI controls based on agreed upon PCI requirements

City will:

    (1) provide a PCI compliant system for Web Payments, i.e. eCheckout, necessary for credit card processing and approval.

    (2) work with Contractor to define and mutually agree to PCI standards for use in Lock-box and payment processing

4.1.9 Business Continuity and Disaster Recovery Plan

Contractor must provide and maintain a comprehensive Disaster Recovery Plan. The Disaster Recovery Plan must be developed in cooperation with designated City emergency preparedness planners and reviewed with designated City personnel at least once per year.

Contractor shall provide a documented disaster recovery plan that lists and describes the City-Critical Functions for recovery at a defined level of performance, and plans for restoring and continuing the CANVAS critical functions that are vital to the continuation of City's CANVAS operations during a declared Disaster.

DISASTER RECOVERY PLAN

The Disaster Recovery Plan shall include the following:

(1) a brief description of the critical services and functions, including a prioritized listing of the Critical Functions;

(2) the agreed recovery times for each Critical Function;

(3) the hardware and Software composing the Configuration;

(4) the hardware and Software which City will provide, necessary for connection to City Data Network;

(5) Contractor's and City's recovery responsibilities;

(6) contact listings of City and Contractor key employees;

(7) identification of recovery teams;

(8) recovery scenarios;

(9) criteria for Disaster declaration, recovery and testing;

(10) names of those individuals who are authorized by City and Contractor to declare a Disaster;

(11) backup process and components;

(12) the location and schedule for the periodic tape backup of Critical Functions;

(13) the location and schedule for off-site storage of the tape backups;

(14) notification procedures;

(15) recovery information, procedures, and schedules;

(16) testing results and any required corrective action plans; and

(17) procedures for maintaining the Disaster Recovery Plan.

Contractor will:

(1) provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan to serve as a Contractor's single point of contact for City Disaster Recovery related communications and activities. The Contractor representative will be responsible for the development and maintenance of the Disaster Recovery Plan and will provide safe storage and distribution of copies as follows:

    a. off-site vital records storage;

    b. City's Disaster Recovery coordinator; and

    c. Contractor's Disaster Recovery coordinator;

(2) in cooperation with City, review and update, if necessary, the Disaster Recovery Plan on an annual basis or as warranted by business and/or technical changes to validate compatibility with City's and Contractor's overall Disaster Recovery strategies and related plans;

(3) in cooperation with City, perform a desktop exercise of the Disaster Recovery Plan annually to validate that the Disaster Recovery Plan remains practicable and current;

City will:

(1) provide a representative who is knowledgeable in Disaster Recovery planning and the Disaster Recovery Plan to serve as a single point of contact for City and who will:

    a. act as the primary interface to Contractor's Disaster Recovery representative;

    b. be available on a continuous basis in the event a Disaster is declared;

    c. assist Contractor in the development of the Disaster Recovery Plan;

    d. in cooperation with Contractor, perform an annual desktop exercise of the Disaster Recovery Plan;

    e. provide the Contractor Disaster Recovery representative with City's updates to the Disaster Recovery Plan to ensure the Disaster Recovery Plan to maintain currency.

(2) provide any additional updates to the Disaster Recovery Plan that are necessary as a result of actions by or changes requested by City will be considered a New Service; and

(3) acknowledge that without actual disaster testing, the disaster recovery plan does not guarantee the ability to recover

(4) provide the disaster recovery facility; all required equipment and connectivity.

4.3 Exit Transition Plan

As described in Schedule E (Exit Transition)

PART II: Application Support Services

4.4: Application Support Service Requirements

Contractor must execute processes to complete various CANVAS-related service requests quickly and in a controlled, repeatable manner, as applicable, such that the various components of the CANVAS system are kept current with little or no disruption to the City's business operations.

Notwithstanding a "continuous improvement" work environment, the Contractor shall employ standard processes in order to provide consistent, reliable, delivery of services to the City by expertly and quickly planning and executing software projects, as well as managing solution architecture, design, build, and integration projects. Contractor must, at minimum:

1. provide various types of maintenance support, including corrective maintenance, preventive maintenance, adaptive maintenance, and perfective maintenance

2. provide developer tools and a separate application development environment to completely test system modifications before deploying to the production environment

3. incorporate a suite of Tivoli automated software tools, or equivalents, to maintain CANVAS system availability and reliability, including Tivoli Workload Scheduler (TWS) for production control and scheduling of batch jobs, Tivoli Monitoring (ITM) for automated monitoring of system availability and alert notifications, and Tivoli Storage Manager for performance and capacity management

4. support CANVAS End Users by providing training materials and Level 2 help desk support services to answer user questions and resolve system incidents

5. follow a release management process to complete rapid deployment of application modifications and enhancements to generate additional revenue or respond to changes in the City's municipal code or business operation policies, processes, and procedures

6. incorporate a proven configuration management system to maintain version control and currency of the CANVAS components for supportability and reliability

7. provide benchmarking support to measure and benchmark application maintenance activities and use findings to identify, understand, and improve application maintenance practices

8. maintain CANVAS system documentation in order to complete rapid deployment of enhancements and modifications, identify and resolve system incidents, and respond to City inquiries on business rules for existing batch programs and various business features and functionality

9. provide CANVAS Interface and file transfer support for real-time and batch interfacing to other City systems, such as City's cashiering system, licensing and collection systems as well as other City Vendors

10. deliver enhancement services to provide the City with a reliable and scalable system with robust features and functionality while continuously evolving to meet the needs of the City's CANVAS-related requirements.

4.4.1 Applications to be Supported

The Contractor will be required to assume all support responsibilities for all software including applications, Websites, and associated programs, databases, files, and interface(s), as is depicted below and as may otherwise be amended pursuant to the provisions of this Agreement. Schedule N (Software).

Application or Software	Description
CANVAS – Online Application	Web-based internal application utilized by City users to perform real-time business functions in support of the City's parking and camera enforcement program.
CANVAS - Batch Application	Java and PL/SQL programs utilized to process large transactional requests and updates after City business hours.
CANVAS – Reporting Solution	Reporting statements utilizing PL/SQL queries and the City's Business Objects Enterprise reporting tool that are run in a dedicated Oracle database. (Note - Contactor does not provide support services for the City's Business Object Enterprise solution.)
CANVAS - File Transfer Services Software	Software utilized to send and receive file transfers between internal City departments and City's Vendors and/or other outside agencies.
CANVAS - Parking Ticket Search & Payment Website Application	Web-based external application utilized by motorists to search for outstanding parking and Red-Light tickets, and to submit credit card payments for real-time updates to CANVAS.
CANVAS – Parking Ticket Payment Web Services Credit Card Authorization Interface	Interface between the CANVAS payment website application and the City's credit card authorization solution.
Contactor - Content Manager on Demand Software	Software utilized to store and maintain image content with image retrieval capability that is integrated with the CANVAS online application.
Data Capture Software	Data capture software utilized to scan various document types and capture related data.
Image Transfer and Loading Solution	Data capture utilities and scripts developed to: • Pull image files from the City's Red-Light program, hand held enforcement devices, and Chicago Police Department. • Load images into the Contactor Content Manager on Demand system.
Item Age and Image Inquire Software	Payment processing software utilized to encode mail-in check payments and subsequently view document images.
Infrastructure Software	Software necessary to manage and maintain the network, security, and support systems.

4.4.2 Application Maintenance

The following support services are considered to be the minimum services required to support the day-to-day operations of CANVAS. The Contractor must provide these services as part of the normal application support service delivery as they are not to be considered extra or out of the normal scope of what's required to support the CANVAS application.

4.4.2.1 Corrective and Emergency Maintenance

Corrective and Emergency Maintenance is any application maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration, or replacement of any application component.

The Contractor shall be responsible for the repair of defects that may be required to support needed functionality or meet Service Levels. Contractor is responsible for all aspects of the CANVAS Application Environment including the CANVAS application itself and all related software or infrastructure (e.g., operating system, middleware, database, application servers, etc.). Contractor will be responsible for all aspects of the CANVAS Application Environment.

With respect to third party software, Contractor is responsible for applying all required or appropriate fixes and patches as recommended by the third party within 30 days of any vulnerabilities being identified. If the Contractor is unable to perform corrective actions directly to third party software, Contractor shall be responsible for making reasonable and best efforts to work with the third party provider to correct any defects.

Contractor will:

(1) perform in-depth root cause analysis (RCA) on severity 1 and 2 problems, as well as recurring severity 3 and 4 problems, to identify the cause and develop a solution;

(2) repair, replace, or replacement of application components, operating system and middleware components;

(3) complete defect assessment, determine the changes to the system required to remediate the defect, including the design and code work products and estimate of the time to complete the correction;

(4) obtain the City's approval to proceed with solution development;

(5) develop requirements documentation, business scenarios and business use cases, project plan schedule, design work products, test case documentation and test execution plans;

(6) develop source code and update design work;

(7) perform testing including unit, integration, usability, and system testing to verify the proper execution of application components and interfaces with other applications;

(8) perform acceptance testing by conducting final tests for systems integration, operability, and acceptance prior to deploying the solution to production;

(9) prepare deployment plan and obtain City authorization to put the solution into the production environment;

Perform solution cutover and closure activities;

(10) track corrective actions to closure;

(11) complete third party software updates and apply recommended patches/fixes:
- a. utilize problem and change management processes to assign a priority level to the update, patch or fix and work with the City to determine the maintenance window to complete the change
  - i. critical to high vulnerabilities will be applied within 30 days of receipt of notification from the third party software vendor
  - ii. medium to low vulnerabilities will be coordinated with the City to identify and agree upon an appropriate time frame to apply the patch or fix, such as with the next packaged release or maintenance window

(12) work with third party software vendors on application defects that result from third party software failures including:
- b. perform initial problem determination
- c. work with third party software supplier to develop solution
- d. perform testing of the correction from the supplier
- e. work with the supplier to complete a root cause analysis if required
- f. provide solution closure.

(13) remediate issues identified in health checks whenever security controls and settings do not conform to agreed upon specifications;

City will:

(14) submit to Contractor a Service Request necessary to complete a Corrective and Emergency Maintenance item, as appropriate;

(15) provide documented business and functionality requirements by participating in requirements gathering interviews and sessions;

(16) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope and schedule associated with solution;

(17) provide documented acceptance criteria;

(18) appoint a single point of contact to:
- a. review and provide signature agreement to business and functionality requirements, as appropriate;
- b. review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;
- c. coordinate and perform User Acceptance testing activities;
- d. interface with other City departments and Contractors, as appropriate.

4.4.2.2 Preventive Maintenance

Preventive Maintenance is a maintenance strategy or activity based on selectively replacing or overhauling application components in order to mitigate or reduce the risk of a future system failure. Preventive Maintenance also covers events which, if not addressed proactively, could negatively impact the CANVAS Application Environment. Preventive Maintenance activities shall be undertaken by the Contractor in order to address the following such as, but not limited to:

(1) remaining with the most current release or as directed by the City
(2) application of system patches
(3) proactive performance tuning
(4) proactive archiving and archive retrieval functionality

(5)   record retention and search functionality
(6)   content management workflows
(7)   pre-production testing
(8)   special testing for events, such as public holidays, end of year, daylight savings time
(9)   conducting vulnerability scans with remediation at least once per month

The Contractor shall be required to implement Preventive Maintenance efforts such as updates, software tuning, code restructuring, processes for implementing preventive maintenance efforts for areas including system hardware, operating system and middleware software, database software, and application software, and other efforts designed to improve the efficiency and reliability of CANVAS Application Environment.

Contractor will provide Preventive Maintenance application support that encompasses the following activities:

(1) monitor and identify issues and trends in the CANVAS Application Environment
    a.   monitor system performance and capacity
    b.   monitor business transaction volumes
    c.   monitor CANVAS system log files and system events
    d.   complete periodic review and analysis of monitored data and logs
(1) identify potential issues or trends;
(2) define, recommend and implement actions to address issues and trends;
(3) adhere to a defined Contractor provided software currency monitoring process;
(4) monitor the currency of software version levels and Contractor announcements of new versions, releases, service packs, and fixes to system, database, and middleware components;
(5) analyze new version levels of software components and complete CANVAS enhancements, new functions, or fixes that are required for the software component to operate at the new level;
(6) provide an implementation schedule and plan for associated CANVAS software updates;
(7) complete application tuning and code restructuring;
(8) utilize tools to complete preventive maintenance activities.

City will:

(1)   submit to Contractor a Service Request necessary to complete a Preventive Maintenance item, as appropriate;
(2)   provide documented business and functionality requirements by participating in requirements gathering interviews and sessions;
(3)   follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and incremental costs (if any) to proceed with the solution;
(4)   provide documented acceptance criteria;
(5)   appoint a single point of contact to:
    a.   review and provide signature agreement to business and functionality requirements, as appropriate;
    b.   review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;

    c.   coordinate User Acceptance testing activities;

    d.   interface with other City departments and Contractors, as appropriate.

4.4.2.3 Adaptive Maintenance

Adaptive Maintenance is any application maintenance activity which is required to adapt the CANVAS system(s) to changes in operational conditions, environments, requirements or changing business volumes.

Contractor will:

(1) modify or add CANVAS navigational links;

(2) modify permissions related to CANVAS user roles;

(3) add or display new fields and data elements;

(4) modify or add values to tables;

(5) add or remove the names and employee numbers related to Administrative Law Judges for printing on hearing decision orders;

(6) change parameters or data fields provided in batch interfaces to various City systems or agencies, such as IRIS, ARMS, and collection law firms and agencies;

(7) modify batch noticing program parameters for new fields or to change the number of days between generating the various notice levels;

(8) change batch print programs to meet U.S. Postal Service requirements to receive the best postal discounts for bulk mailers;

(9) modify criteria for sending and receiving Department of Vehicle owner information;

(10) complete data transformation programs to update a large amount of records;

(11) update tickets with "third party" driver information;

(12) generate outstanding debt reports on top scofflaws and corporations with large amounts of fleet, lease, or rental vehicles;

(13) withdraw large amounts of tickets due to new City policies or special situations, such as snow emergencies, incorrect signage, or malfunctioning red light cameras;

(14) change criteria or formats for existing reports;

(15) change voice response unit menu options;

(16) add new links or drop down descriptions on the parking ticket search/payment website;

(17) add new columns or table space to CANVAS Oracle tables;

(18) modify batch schedules;

(19) provide system interface upgrades, additions, or modifications to system interfaces, as required for:

    a.   real-time interfaces to City Cashiering system

    b.   imaging system interface (Content Manager On Demand)

    c.   file transfer directories and scripts

(20) perform activities to complete an adaptive maintenance item Service Request:

    a.   conduct impact analysis, including determining the impact on system performance and batch schedules, if appropriate

    b.   outline and refine business requirements

    c.   estimate the work effort required

    d.   develop the solution design and scope, based on requirements

    e.   obtain the City's approval and prioritization of the Service Request

    f.   develop and change code or configuration based on agreed-to design

    g.   apply code to the development system

    h.   perform testing as defined during the development of the testing guidelines

    i.   complete program documentation
    j.   obtain user acceptance
    k. create or modify user training materials, as required
    l.   train users, as required
    m. promote the code from test into production

City will:

(1) submit to Contractor a Service Request necessary to complete an Adaptive Maintenance item, as appropriate;

(2) provide documented business and functionality requirements by participating in requirements gathering interviews and sessions;

(3) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and incremental costs (if any) to proceed with the solution;

(4) provide documented acceptance criteria;

(5) appoint a single point of contact to:
    a. review and provide signature agreement to business and functionality requirements, as appropriate;
    b. review and approve adaptive actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;
    c. coordinate User Acceptance testing activities;
    d. interface with other City departments and Contractors, as appropriate.

4.4.2.4 Perfective Maintenance

Perfective Maintenance is any application maintenance activity that is required to ensure that the CANVAS Application Environment operates at peak efficiency and can be sustainably maintained over time. These are activities that are designed to improve performance and maintainability of the CANVAS production environment.

Contractor will:

(1) review functional requirements provided by the City

(2) set or adjust volumes for system resources, including server hardware, system storage, and database management;

(3) use monitoring agents and system functions to monitor and record performance and utilization;

(4) schedule periodic reviews and analysis of monitored data and logs;

(5) identify potential issues or trends;

(6) define, recommend and implement actions to address issues and trends;

(7) provide performance monitoring tools to assess the impact of changes and tuning;

(8) utilize tools to complete perfective maintenance activities.

City will:

(1) submit to Contractor a Service Request necessary to complete a Perfective Maintenance item, as appropriate;

(2) provide documented business and functionality requirements by participating in requirements gathering interviews and sessions;

(3) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and incremental costs (if any) to proceed with the solution;

(4) provide documented acceptance criteria;

(5) appoint a single point of contact to:

a. review and provide signature agreement to business and functionality requirements, as appropriate;
b. review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;
c. coordinate User Acceptance testing activities;
d. interface with other City departments and Contractors, as appropriate.

4.4.2.5 Support of Non-Production Environments

Contractor will:

(1) provide developer work tools and a fortified development / staging environment for corrective, preventive, adaptive, and perfective maintenance service requests;
(2) provide a development and staging environment (hardware and software) comparable to the production environment;
(3) simulate the impact of the requested change to the various components of the development / staging environment prior to deploying the change to the production environment;
(4) provide system administrative support services to maintain currency levels in line with agreed standards per Schedule H (Standards).

4.4.2.6 Deployment Support

Contractor will manage the promotion of all scheduled and emergency changes, from the development and staging environment into the production environment by employing Contractor change management procedures.

4.4.2.7 Production Control and Scheduling

Contractor will:

(1) provide 24x7 production control and scheduling support for CANVAS through our remote batch operations team;
(2) control the production batch work, including
   a. scheduling of resources
   b. processing of data and transactions
   c. monitoring of all jobs for successful completion within the production environment.
(3) provide monitoring support for the CANVAS applications availability and alert the appropriate support personnel as required;
(4) use tools to support the automated workload management and monitoring services;
(5) use software automation tools to provide overall batch job processing including:
   a. employing both calendar and event-based workload automation by triggering batch jobs and job streams based on real-time events
   b. generating real-time alerts and user notifications when unusual conditions happen in the infrastructure or batch scheduling activity
   c. detecting and recovering from potential problems in essential system resources automatically by providing self-healing capabilities and automated recovery based upon defined event rules for the batch schedule
(6) provide impact analysis of changes to plans and workloads while reducing trial and error production changes;
(7) protect workload schedules, plans, and execution from unauthorized users to maintain system integrity;
(8) create backup and recovery points for the system by coordinating the backup schedules with the application workload schedule and plan;

(9) provide capacity analysis and performance planning support;

(10) document and maintain the procedures to schedule batch jobs;

(11) monitor scheduler related incidents and recommend changes to the scheduler database to improve reliability;

(12) invoke resolution and restart procedures in case of failures in the batch jobs;

(13) invoke the problem and change management process to ensure that availability objectives are met;

(14) manage root cause analysis for scheduling problems;

(15) collect measurement data related to batch operations measurements;

(16) resolve scheduling conflicts in the production schedule cycles;

(17) develop and maintain standards for job acceptance and implementation;

(18) schedule on-request batch jobs that require immediate execution;

(19) create and maintain batch processing calendars;

(20) suggest and implement improvements, as appropriate.

City will:

(1) provide Contractor with batch job requirements;

(2) provide associated scheduling requirements;

(3) follow the Service Request process for changes to the control calendar or associated schedule.

4.4.2.8 Regular Release Packaging and Development

Release packaging and development activities ensure releases can be reliably planned, scheduled, and successfully transitioned (deployed) to test environments and production environments.

Contractor will:

(1) implement a release packaging process for management of system software components;

(2) classify Service Requests and work with the City to analyze, assign a business justification, and receive a priority rating;

(3) combine similar Service Requests and plan the release;

(4) obtain City agreement on the contents of a release package;

(5) define release installation requirements by using a standard checklist to gather and document what needs to be completed to conduct a successful installation of the release;

(6) develop and manage the release cycle project plan;

(7) test the release after modifications have been completed to confirm production readiness, stability, and functionality of the release;

(8) confirm release installation schedule and receive City approval before moving the release into the production environment;

(9) install the release;

(10) conduct post release support by resolving system issues attributed to the release.

(11) improve the release process by reviewing the release effort and documenting lessons learned to improve the quality of the release process.

City will:

(1) submit to Contractor the Service Requests necessary as part of the release packaging process, as appropriate;

(2) provide documented business and functionality requirements by participating in requirements gathering interviews and sessions;

(3) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and incremental costs (if any) to proceed with solution;

(4) provide documented acceptance criteria;

(5) appoint a single point of contact to:

    a. review and provide signature agreement to business and functionality requirements, as appropriate;

    b. review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;

    c. coordinate and perform User Acceptance testing activities;

    d. interface with other City departments and Contractors, as appropriate.

4.4.2.9 Configuration Management and Deployment

Contractor will:

(1) create database volumes and maintain version control;

(2) identify and track required component changes;

(3) complete impact analysis and risk assessment:

(4) apply a risk rating or priority rating to provide guidance as to when the changes need to be applied;

(5) based upon the overall impact analysis and risk rating, Contractor will prioritize and control when work on required changes begins based upon overall impact analysis and risk rating

(6) develop and test component changes in separate development and staging environments;

(7) follow change management process to deploy changes to production environment;

(8) track changes to completion and update standard based documentation.

4.4.2.10 System Monitoring and Testing

Contractor will:

(1) provide proactive monitoring of the application environment to assure the application is available to end users

(2) provide ongoing system monitoring support;

(3) complete proactive tuning and monitoring;

4.4.2.11 Benchmarking Support

Contractor will engage Benchmarking for the Application Support Services as indicated in Section 5.8 (Benchmarking) of this Agreement.

4.4.2.12 Application Technical Documentation

Contractor will:

(1) develop, maintain and revise the technical documentation that is specific to the CANVAS applications environment. This includes the following types of documentation:

    a. design and development procedures
    b. application maintenance operational documentation
    c. systems specifications
    d. logical data models
    e. application recovery procedures
    f. functional requirements and user interface requirements
    g. design documents
    h. CANVAS End User guides
    i. CANVAS End User training materials

(2) provide a document repository to the City by utilizing the document repository functionality.

4.4.2.13 Application Interface and File Transfer Support

Contractor will:

(1) maintain the existing CANVAS system-to-system interface and file transfers as indicated in Schedule I (Interfaces) and Schedule F(Files);
(2) work with City departments, outside agencies, and City's Vendors to coordinate and resolve any interface or file transfer issues;
(3) modify existing system-to-system and file transfer interfaces resulting from enhancements to CANVAS, other City departments, or City's Vendor's systems that do not require substantial redesign or application architecture changes;
(4) work with the City through the Service Request process to identify the scope, schedule, and resource requirements necessary for modifications related to implementing new application architecture or substantial redesign of CANVAS that require additional resources;
(5) support the City and City Vendors by assisting them in understanding CANVAS and its relationship to other applications
(6) provide, on a mutually agreed to schedule, a referral and removal file associated with all outstanding parking and Red Light debt to City approved Contractors (ie. Law Firms).
(7) provide a report to the City, on an agreed to basis, showing collection information linked to referred and outstanding debt (open or referred)
(8) assure that each ticket will have an identified agency that will be responsible for their debt.

City will:

(1) work with Contractor to agree on a schedule for referral and removal file creation
(2) work with Contractor to agree on a report schedule that shows collection information associated with outstanding debt (open or referred)

4.4.3 Application Enhancement Services

Application Enhancement Services are subject to the Service Request process

4.4.4 Project Management

Project Management Services are subject to the Service Request process

4.4.4.1 Requirements Definition and Feasibility

As defined in Schedule P (Projects)

4.4.4.2 Project Estimation

As defined in Schedule P (Projects)

4.4.5 Application Strategy and Architecture and Planning

Contractor will:

    (1) provide high level application architecture and planning associated with the CANVAS application portfolio;

    (2) maintain the application, data, and integration architectures;

    (3) utilize the agreed upon Contractor/City governance model to provide the management disciplines for the operational, tactical, and strategic execution of the City's current and future business process requirements:

        a. incorporate a Joint Steering Committee for oversight and direction

        b. determine long-term strategic information technology plans

        c. identify key tactical projects to implement overall strategy

    (4) identify potential requirements for the deployment of new technology or automation of tasks associated with the delivery of Contractor services and the City business processes supported;

    (5) assist the City in defining the strategic direction for the CANVAS architecture on an ongoing basis;

    (6) facilitate a quarterly Joint Steering Committee that is comprised of City and Contractor stakeholders and business process owners;

    (7) assist the City with preparing long-term strategic information technology plans that focus on aligning the information technology strategy with the City's business strategy;

    (8) facilitate the identification of key tactical projects through the Joint Steering Committee and business owners that focus on implementing changes such as new technology that aligns the City's overall strategy with their business objectives;

    (9) provide the requested information consistent with the planning process, such as future volume, technology, and geographic changes that could impact the City's systems and technical architecture;

  (10) invoke the Service Request process for projects identified through the Joint Steering Committee governance model since these projects are typically are considered to be application enhancements and are not provided as part of correction, preventive, adaptive, or perfective maintenance services.

4.4.5.1 Application Architecture

Contractor will:

    (1) assess CANVAS with the intent of identifying opportunities to improve performance, reduce cost, simplify and reduce maintenance, and utilize new technology;

    (2) maintain current "End State" application architecture;

    (3) maintain current application road map;

    (4) maintain release specific application architectures;

    (5) provide architecture consulting to proposed CANVAS projects;

    (6) collaborate with City's Infrastructure Architecture team;

(7)   present new technology product and service offerings as part of the Joint Steering Committee sessions;

(8)   identify strategies and approaches that can potentially result in increased efficiency, performance, or cost savings;

(9)   develop long-range architecture plans for CANVAS to the extent appropriate for maintenance services, including participating in cross-functional, cross-group, and cross-location communications related to new technology and automation;

(10)   engage specialists with expertise in a specific technical area that is more applicable to Contractor's application enhancement services by invoking the Service Request process to complete the following activities:

a.   participate in future application architecture planning and recommend application architecture design

b.   document functional architecture of future work

c.   identify application integration architecture of future work

d.   identify data conversion architecture of future work

(11)   recommend software technologies, packages, and tools;

(12)   evaluate, recommend, and select software technologies, packages, and tools;

(13)   conduct feasibility studies for the implementation of new technologies.

4.4.5.2 Data Architecture

Contractor will:

(1)   provide logical database design support of the CANVAS database, which includes the following:

a.   review business data requirements provided by the City;

b.   develop functional requirements based on business requirements;

c.   provide high level estimates or detailed estimates for requirements as requested;

d.   identify the required data entities, entity relationships, business rules, and entity accessing rules that include insert/update/delete constraints and referential integrity;

e.   develop logical normalized data models that document the business information requirements;

f.   maintain the CANVAS logical database model for transactional and reporting requirements by documenting data element descriptions, entity relationships, logical data models, and changes to meta-data;

g.   identify limitations associated with the data model and recommend solutions;

h.   identify, evaluate, and resolve integration issues with existing data models to establish design consistency and control data redundancy.

(2)   provide physical database support of the CANVAS database, which includes the following:

a.   review and analyze entity access requirements in preparation for physical design;

b.   develop the physical model from the logical model, basing design decisions on performance considerations which may include de-normalization, splitting/combining data entities, and partitioning and storing derived data;

c.   establish required indices based on the following requirements: uniqueness, access, referential integrity constraints, and performance;

d.   document physical design decisions in the data dictionary;

e.   develop actual physical structures, including tables, columns, and indices, including naming conventions for database objects;

f.   create the database definition language (DDL) for database components in the physical design;

g.   define and periodically update and review data security requirements based on environment and data access requirements;

    h.   implement and maintain security based on documented requirements via data access control tables, views, the database security facilities. and the operating system security facilities;

    i.   define and develop onsite and offsite database backup and restore procedures;

    j.   develop and maintain reorganization procedures based on data volatility in order to maintain performance at a specified level;

    k.   develop and maintain physical database design documents in the data dictionary;

    l.   provide production DASD estimates;

    m. provide ad hoc user view definitions when requested;

    n.   provide transaction analysis and descriptive information for new transactions;

    o.   administer database access rights for CANVAS technical support team according to agreed upon security policies and/or approved requests;

    p.   perform approved or necessary database upgrades and software patches according to established change management procedures;

    q.   perform database performance monitoring and tuning;

    r.   provide suggestions on database design or processing improvements that would benefit the City.

(3) provide database testing support, including:

    a.   develop and maintain the CANVAS development and staging databases;

    b.   provide/Control required access to the testing environments and data;

(4) Production database implementation support, including:

    a.   periodically update space requirements based on volume, and make the DDL for DBMS components production-ready

    b.   create an implementation plan listing DBMS objects and the process for installing them

    c.   create the install job

    d.   run the install job on the appropriate system creating DBMS objects

    e.   modify DBMS components as required, which includes adding new elements, new indices, and new tables

    f.   implement backup and restore and reorganize jobs;

    g.   implement database object authorizations.

(5) provide ongoing database production support, including:

    a.   monitor space for application databases, and increase primary allocations as required due to growth;

    b.   monitor performance for database applications and databases and tune components as required;

    c.   provide database performance problem analysis for Severity Level 1 or 2 issues on a routine basis when the problem is logged and as problems occur, or as required by deviation to applicable SLRs, and maintain a log of such problems;

    d.   provide database problem resolution as part of root cause analysis for Severity 1 or 2 issues;

    e.   modify the CANVAS production database as required via the proper change management process;

    f.   address application production problems and by resolving issues regarding the production database components and data;

    g.   test new database management system software releases.

4.4.5.3 Application Integration Analysis

Contractor will:

(1) maintain the current as-is CANVAS application business to business integration architecture with other City systems and outside agencies, which includes:

    a.   City's Cashiering system real-time system-to-system integration

    b.   multiple batch process integrations with various City systems and outside agencies as indicated in Schedule I (Interfaces)

(2) support the integration service activities necessary to initiate cross-platform systems between the City enterprise and outside agencies' applications;

(3) assist the City to verify that applications and technologies comply with the enterprise infrastructure;

(4) provide the necessary coordination of documentation and communications for efficient and effective flow of activities for the parties involved in the application and technology integration efforts;

(5) provide expertise and design support for future integrations. This includes mutually agreeing upon the enterprise technology framework to be used for integration of applications across platforms and technologies within the City's enterprise infrastructure. The enterprise technology framework defines the technology standards and functions required to support the business applications and data, including common application services, common data services, common system services, and platform services, as well as the system integration test tools and processes used to test within the City's enterprise infrastructure.

4.4.5.4 Planning and Analysis

Contractor will provide planning and analysis services associated with the research of new application development trends and include investigation of opportunities to improve the efficiency and effectiveness of CANVAS:

(1) analyze the currency of the CANVAS Application Software and report findings to the City;

(2) assess and recommend process re-engineering methodologies;

(3) conduct semi-annual technical reviews of CANVAS application;

(4) perform business liaison function to operational units;

(5) monitor technical trends through independent research; document and report on products and services with potential use for the CANVAS environment;

(6) perform business planning for capacity and performance;

(7) recommend overall systems development life cycle process improvements, including those for which the City retains responsibility;

(8) perform an annual portfolio analysis to identify and recommend applications' rationalization, consolidation, sun-setting, and evergreen feasibility;

(9) conduct or participate in annual technical and business planning sessions to establish standards, architecture, and project initiatives;

(10) perform application operational assessments for capacity and performance purposes;

(11) perform application security planning;

(12) recommend potential improvements to application security architecture;

(13) perform application security planning for development tasks;

(14) identify possible product and software tool enhancement opportunities for improved performance;

(15) perform project estimations and categorize them by level of effort (number of hours);

(16) inform the City of the availability of new technology and software releases and versions;

(17) follow the Service Request process to implement proposed process changes, new technologies, or software upgrades to the appropriate level of currency, if required.

4.4.5.5 Design Specifications

Contractor will:

(1) utilize project management and application development methodologies to:
   a. obtain the City oversight and approval through coordination with the appropriate architectural or technical oversight authority
   b. create design to contain security features in compliance with the City security policies per Schedule S (Security Requirements), including external and City role-based security models
   c. document and present implementation options evaluated as required by the defined requirements
   d. define implementation and deployment policies, project schedules, and staffing requirements to meet deployment and delivery requirements
(2) identify design concepts to incorporate the City architectural guidelines into the design, including application extensibility, maintainability, scalability, robustness, and reliability;
(3) provide design guidelines to conduct application evaluations to demonstrate support of requirements;
(4) complete design documentation to:
   a. create high-level and detail design documents from the business and functional requirements for future enhancements
   b. provide logical data models
   c. provide planned technology design that specifies all components, program modules, data stores, interfaces, interface components, and associated operations procedures for the application

4.4.6 Application Programming and Development

Contractor will:
(1) recommend programming, development, and technical documentation policies, procedures and standards in conformance to City requirements where applicable;
(2) provide the technical design, programming, and development services to complete the customization of CANVAS application modules outside the steady state system support services;
(3) perform all necessary technical design, programming, development, unit and string testing, scripting, configuring or customizing of application modules as required to develop and implement the design plans and specifications;
(4) perform application database administration functions;
(5) recommend modifications and performance-enhancement adjustments to the CANVAS system software and utilities based on defined performance standards;
(6) manage all programming and development efforts using industry-standard project management tools and methodologies;
(7) incorporate systematic application of Service Request procedures and documentation;
(8) create a detailed scope management plan, including processes for scope management and integration of scope changes;
(9) complete scope management with the City and continuous feedback with stakeholders and executive sponsors;
(10) utilize work plan estimating;
(11) conduct pre-determined development status reviews and provide written reports on results to the DOF and DOAH;
(12) on a monthly basis, provide the City with a written status report and facilitate a review meeting with both Contractor and City representatives.

4.4.7 User Interface Design

Contractor will:

(1) integrate user design activities into the solution development process;

(2) gather and validate business scenarios and functionality requirements;
(3) complete user research through workshops and interviews;
(4) complete mockups and prototypes of proposed functionality;
(5) review preliminary development results with users to receive feedback and evaluate if requirements, including requirements for accessibility by users with disabilities, are being met.

City will:
(1) submit to Contractor a Service Request necessary to complete an application item requiring user interface design services, as appropriate;
(2) provide documented business and functionality and accessibility requirements by participating in requirements gathering interviews and sessions;
(3) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and resource requirements (if any) necessary to proceed with solution;
(4) provide acceptance criteria;
(5) appoint a single point of contact to:
    a. review and provide signature agreement to business and functionality requirements, as appropriate;
    b. review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;
    c. coordinate and perform User Acceptance Testing (UAT) activities;
    d. interface with other City departments and Contractors, as appropriate.

4.4.8 System Implementation and Testing

Contractor will:
1) provide implementation and testing to confirm that individual program components work together properly and as a whole perform their specified functions including application interfaces to other applications already in production or being developed by the City, or City Vendors as stated in the requirements documents;
2) perform all appropriate testing (unit testing, end-to-end testing, stress testing, and regression testing) and create test cases, test data, test environments to ensure all modifications to CANVAS are operating in production per requirements and the system is meeting or exceeding defined Service Levels and/or benchmark requirements;
3) utilize the following testing levels used in the application development life cycle:
    a. unit testing
    b. integration testing
    c. system testing
    d. systems integration testing
    e. user acceptance testing
    f. operability testing
4) perform all implementation and migration activities associated with the installation and migration of new or upgraded components to the production environment;
5) recommend operations and administration procedures related to code migration;
6) perform Change Management activities via formal processes and procedures (e.g., impact analysis, version control, library management, turnover management etc.) to appropriately manage and document changes to CANVAS and any of the constituent components being modified or developed;
7) create detailed "Technical Go-Live" plan;
8) document and provide system and user documentation;
9) utilize configuration management system for controlling the versions of the various CANVAS software components;
10) recommend operations and administration procedures related to code migration;

11) document and provide system and user documentation.

4.4.9 System Acceptance

Contractor will provide system acceptance services to validate that the modifications and enhancements to CANVAS have been properly tested and accepted by the CANVAS End Users, including:

    (1)   conduct user acceptance testing;

    (2)   coordinate user acceptance and assurance testing (e.g., gain user involvement, establish and define acceptance criteria, set high-level test objectives, and establish high level test scenarios);

    (3)   facilitate and support user acceptance testing by managing the relationship with all interfaced systems necessary to conduct testing, troubleshooting, or working with integrated systems to conduct end-to-end tests;

    (4)   review testing results with the City for compliance with policies, procedures, plans, and test criteria and metrics (defect rates, progress against schedule);

    (5)   correct defects found as a result of testing efforts;

    (6)   conduct post-implementation user acceptance.

City is responsible to assist in the planning and execution of UAT with Contractor, including:

    (1)   provide and validate business requirements and functional specifications;

    (2)   manage CANVAS End User expectations;

    (3)   resolve conflicting or unclear requirements;

    (4)   develop user acceptance test plan by defining acceptance test criteria, test cases, and expected results;

    (5)   provide commitment on the set of acceptance tests;

    (6)   Identify and allocate the resources and test components required to execute the set of acceptance tests and processes;

    (7)   agree on the sign-off procedure and forms that will indicate acceptance;

    (8)   articulate what needs to be demonstrated so that the system can be accepted;

    (9)   confirm that the UAT activities appropriately address the testing required to demonstrate that the system meets the business and technical requirements specified for it;

    (10) validate that the end results of the development effort are in an acceptable state for operational use;

    (11) participate in the mitigation of business and/or technical risks;

    (12) invoke service request process if business requirements or functional specifications change;

    (13) provide written signature agreement when acceptance tests are executed successfully.

4.4.10 User Training and Knowledge Transfer

Contractor will:

    (1)   assemble, maintain and update CANVAS End User training content for CANVAS End Users;

    (2)   develop training outlines and customized training packages;

    (3)   review training materials with City and receive approval to use for CANVAS application training sessions;

    (4)   deliver training for new users (maximum of 15 users per class) and continuing CANVAS End User training for improving "how-to-use" skills related to systems and applications, when appropriate;

    (5)   develop training and knowledge transfer plans;

    (6)   provide technical training assistance and knowledge transfer to City authorized personnel, during deployment as requested.

(7) post training materials to the Contractor provided document repository;
(8) review training materials periodically so that the content is accurate and up-to-date.
(9) implement a data management policy to support the governing and stewarding of the CANVAS application data so as to protect data assets.

City will:

(1) provide approval regarding the scope of CANVAS training to ensure that the training session is relevant and specific to the City's needs;
(2) work with Contractor on training sessions that require advanced-level instruction to identify that the appropriate content is covered;
(3) deliver instruction and direction to CANVAS End Users on City business rules and business processes;
(4) require that each new CANVAS End User participating in the CANVAS introduction training session sign a letter of attestation upon completion of the training session stating that they have completed the CANVAS training and agree to access and use CANVAS only as it relates to their job responsibilities. CANVAS users will not be assigned a CANVAS user ID until a signed letter of attestation is on file with the City.

4.4.11 Application Support Personnel

Contractor is responsible for providing all necessary qualified personnel with the appropriate level of experience and job skills required to meet or exceed all the application support Service Level requirements as indicated in Schedule K (Key Personnel).

4.4.12 Application Support Facilities and Tools

Contractor will supply all the required space, tools, and equipment necessary to provide the required application support services. The customized, secured facility will be dedicated for the sole use of providing the agreed upon services to the City. Contractor will allow both Contractor and City personnel to be co-located at this facility per Schedule L (Facility)

4.4.12.1 Application Development Work Area

Contractor will:

(1) establish an area within its facilities, dedicated for use by CANVAS application support staff;
(2) protect the work area from access by any and all individuals not directly working on the CANVAS project;
(3) provide personal workstations to each team member that is for their use only:
   a. secure these workstations as indicated in Contractor's corporate workstation security guidelines and requirements.
   b. conducts automated audits to ensure that the workstations comply with security guidelines and requirements
   c. provide Contractor management a notification as to those workstations out of compliance
   d. remediate an out of compliance situation and complete a confirmation audit of the affected workstation.
(4) restrict the application development environment and the application production environment to only those personnel whose job responsibilities require access to the area;
(5) provide for physical separation of the application development environment from the application production environment;
(6) provide for logical access to the application development environment through secured IDs issued to only those who require access based upon job responsibilities, as approved under Contractor's supervision;

4.4.12.2 Application Development Environment

Contractor shall obtain and maintain all necessary application development environment components required to properly support the applications, including:

(1) provide application and operating platform infrastructure (hardware, software, and related peripherals);

(2) provide application development tools, testing tools, change and configuration management tools, project management and reporting tools;

(3) provide an application development environment that is comprised of hardware and software components that are appropriately sized and configured to mirror the application production environment so that the application services support team can complete unit, system, and regression testing before deploying changes and modifications to the application production environment;

(4) provide an application development environment within the data center that will be utilized by the application services support team. The sole purpose of this environment will be for supporting the CANVAS applications and business operations support systems per Schedule K (Key Personnel);

(5) provide hardware and software maintenance as well systems administration, middleware, and database support of the application development environment. This includes applying patches, fixes, and version updates as they are released in accordance with an agreed upon schedule with the City.

(6) utilize a single Storage Area Network (SAN) to provide storage capacity and a single backup and recovery solution.

City will:

(1) provide the enterprise software license and ongoing software maintenance for Oracle Database per Schedule N (Software).

4.4.13 Application Development Policies, Procedures, and Standards

Contractor will:

(1) document and maintain all application development and support policies, procedures, and standards that are utilized for the support of the CANVAS system;

(2) adhere to the City's documented user and machine interface standards through the following activities:
   a. distributing the City's standards
   b. providing awareness training
   c. Incorporating the standards into the application development support services team's procedures
   d. conducting quality reviews throughout the project life cycle

(3) maintain the technical viability of new development of CANVAS in order to comply with the City's IT security policies and procedures to the extent possible and practical;

(4) provide development tools, databases, and middleware to comply with the City's hardware and software standards to the extent possible and practical.

City will:

(1) provide the City's IT security policies and procedures.

(2) provide the City's hardware and software standards.

(3) inform Contractor of changes to security policies and procedures and/or hardware and software standards.

(4) follow the Service Request process for changes in City security policies and procedures and/or hardware and software standards that affect the delivery of Contractor services.

4.4.14 Software and Licensees

Contractor shall have full control and responsibility for all required software licenses and support agreements as indicated in Schedule N (Software) and will maintain all existing and future licenses within a version that is supported by the software vendor.

Contractor will:

(1) provide software license inventory management;
(2) provide an asset management tool to maintain an inventory of the Contractor and third party software utilized for the CANVAS system;
(3) provide the City with annual inventory reports on the software installed on each server platform and indicate when there has been a change from the last provided report and noting such change in the report;
(4) hold the license for the Contractor provided software components and third party tools or software licenses that are utilized in support of the business operations systems to provide call center, help desk, data capture and verification, and payment processing services;
(5) hold maintenance responsibility for Contractor provided software components, including responsibility to complete upgrades to new software versions and continuously apply patches and fixes as they are identified;
(6) manage software licenses to include control of the master copy of all production software, as well as related software licenses and documentation for each release;
(7) control check-in and check-out of software license components by following established release management procedures;
(8) validate that all software and hardware being rolled out is secure and traceable, such that only authorized versions are installed;
(9) provide database support services for City provided Oracle Enterprise Database license agreement. This includes providing physical and logical database administration support as well as completing upgrades to new software versions and continuously applying patches and fixes as they are identified by Oracle.

City will:

(1) provide the enterprise software license and ongoing software maintenance for Oracle Enterprise Database per Schedule N (Software)

Application Warranty Services

Contractor will:

(1) provide application warranty for enhancements to the CANVAS application

(2) provide a 30 day warranty period from the point of user acceptance

4.4.16 Reporting and Analytics Services

Contractor will:
(1) develop and maintain the following various types of reports:
  a. custom and ad hoc reports
  b. Business Objects reports
  c. Application Support Services monitoring reports
(2) review current report listing as indicated in Schedule R (Reports) with the City to validate the continued business need of each report and determine those reports that are no longer required;
(3) complete a gap analysis to identify additional reports that provide more business value and work through our existing support processes to develop these reports;

(4) deliver the final agreed upon report and file listing in the frequency and business day of the month as defined in Schedule R (Reports) and Schedule F (Files).

4.4.16.1 Custom and Ad Hoc Reports

Contractor will:

(1) handle ad hoc report requests from the City by means of a Service Request
(2) verify that service delivery effort is expended only on those Service Requests that are authorized and prioritized by the City
(3) facilitate status and tracking of Service Requests before they are assigned for execution and after they have been executed
(4) gather and validate requirements:
    a. determine the criteria utilized to obtain the data, such as date ranges, locations, or violation codes
    b. identify the required data fields
    c. determine the date as to when the report is required
    d. design and develop the report and determine if the report can be run utilizing Business Objects or if a custom SQL query is needed
(5) review results with the City and complete another iteration of the design and development cycle if desired results are not achieved
(6) add recurring reports to the appropriate daily/weekly/monthly reporting schedule and create the CANVAS End User distribution list
(7) close the Service Request number after City acceptance is received

City will:

(1) submit to Contractor a Service Request necessary to complete custom and ad hoc reports as appropriate;
(2) provide business requirements by participating in requirements gathering interviews and sessions;
(3) follow the appropriate and defined Service Request process for review and mutual agreement and approval to scope, schedule and incremental costs (if any) to proceed with solution;
(4) provide acceptance criteria;
(5) appoint a single point of contact to:
    a. review and provide signature agreement to business an functionality requirements, as appropriate;
    b. review and approve corrective actions and / or Contractor recommendations based on the results of Contractor's impact analysis findings;
    c. coordinate and perform User Acceptance testing activities;
    d. interface with other City departments and Contractors, as appropriate.

4.4.16.2 Business Objects Reports

Contractor will support the use of all current report form at designs and configurations, and produce various new weekly and monthly Business Objects reports from data stored in CANVAS for reporting requests that require little development effort, including:

(1) maintain the existing Business Objects universe; utilize the Service Request process for changes and new updates to Business Objects and/or the Business Objects reporting universe;
(2) design, develop, and maintain recurring and ad hoc Business Objects reports;
(3) set up and maintain reporting schedules and distribution lists;
(4) provide a separate reporting database server at no cost to the City to run Business Objects reports;

(5) maintain a continuous process to synchronize the production and reporting Oracle databases on a frequent basis so that the reports that run in the Business Objects environment have the most current data available;

(6) maintain the reporting Oracle database by maintaining database currency and applying patches and fixes as required;

(7) manage the data storage requirements for the Oracle database and adding disk space as appropriate;

(8) migrate to new versions of the Business Objects application;

(9) follow the custom ad hoc report development process for those reports that require extensive custom development due to complex business requirements or due to limitations in the Business Objects universe.

City will:

(1) provide the enterprise software license and ongoing software maintenance for the Business Objects application;

(2) provide the Business Objects application server;

(3) maintain and administer the Business Objects environment, including the Business Objects application and application server;

(4) notify Contractor of availability issues related to the City-provided Business Objects environment;

(5) maintain the Business Objects user IDs and associated administration functions;

(6) provide Level 2 help desk support for the Business Objects application and universe issues;

(7) invoke the Service Request process for requests that require significant changes or updates to Business Objects and/or the Business Objects reporting universe.

(8) provide approval and access to Business Objects universe

4.4.16.3 Application Support Services Monitoring Reports

Contractor will:

(1) perform ongoing health checks, status reporting, and problem management (ongoing surveillance, tracking, escalation, resolution, and tracking of problems) of application support activities;

(2) provide mutually agreed upon reports that represent the general health of environments (e.g., number of stranded file transports, patches not yet applied) as well as reports that represent demand fulfillment in CANVAS End User terms (e.g., defect corrections/change requests that have slipped against commitment, backlogged defects/change requests, Priority 1, 2, and Priority 3 defects);

(3) provide access to Contractor's reporting tool through the Contractor's web portal, which is a centralized access point to monitor and manage Contractor services and projects from a single portal view;

(4) provide, maintain, and update project plans, identifying critical path dependencies, major critical milestone and project deliverables, as mutually agreed upon for selected projects by utilizing project planning tools such as Microsoft Project, Excel, and Word;

(5) provide status reports generated by these tools that identify the critical path dependencies, major critical milestones, and status of project deliverables;

(6) provide monthly service-level performance reports against each Service Level Requirement, including trends for each and summary view through Contractor's web portal;

(7) provide monthly milestone achievement review and performance reports indicating the milestones achieved for selected projects as mutually agreed upon by Contractor and the City by utilizing Microsoft Word;

(8) provide an electronic copy of application inventories being by utilizing Microsoft Word;

(9) provide a quarterly report to the City indicating the additions and deletions for CANVAS End User access into CANVAS. As part of the process, the City, City Vendors and related agencies will be asked to review the listing of City users and validate that they have a continued business need for access to CANVAS;

(10) conduct a continued business needs assessment of those Contractor employees and Contractor Subcontractors with access to CANVAS;

(11) conduct a continued employment verification review on an annual basis with the City's assistance to validate that the CANVAS End User listings are still employees of the City, City Vendor, Contractor, Contractor Subcontractor or related outside agency or to one of the two parties;

(12) provide mutually agreed upon reports to facilitate invoice reconciliation;

(13) provide a monthly report that lists the current listing of approved service requests and the status in the delivery process;

(14) provide a listing of services requests completed in the monthly reporting cycle.

City will:

(1) review the quarterly report indicating the additions and deletions for CANVAS End User access into CANVAS to validate that they have a continued business need for access to CANVAS;

(2) conduct a continued employment verification review on an annual basis with the Contractor's assistance to validate that the CANVAS End User listings are still employees of the City, City Vendors, Contractor, Contractor Subcontractor or related outside agency to one of the two parties;

(3) provide requirements to Contractor, as mutually agreed, for reports to facilitate invoice reconciliation.

4.4.17.3 Application Maintenance SLRs

SLR's as set forth in Schedule B (Service Levels)

4.4.17.4 Application Support Service Level Reports

Contractor will provide reports and files per the mutually agreed type, frequency and location/resource per Schedule R (Reports)

PART III: Infrastructure Maintenance and Support

4.5.1 Infrastructure Maintenance and Support Overview

Contractor shall provide Infrastructure Maintenance and Support Services required to support the CANVAS production, quality assurance, and development computing environments, business applications, file/print services, and other specific infrastructure-related functions. Contractor will provide all required infrastructure per the refresh schedule defined in Schedule M (Machines) in support of the required levels of service.

Except where City responsibilities for Infrastructure Maintenance and Support Services are specified below, it is the intent of this Agreement that all Infrastructure Maintenance and Support Services are the responsibility of the Contractor. Any responsibilities for Infrastructure Maintenance and Support Services that are not listed or described in this section as the responsibility of either the City or the Contractor shall reasonably be presumed to be the responsibility of the Contractor unless as otherwise mutually agreed.

Contractor shall provide a data center infrastructure to support the CANVAS Application environment. Contractor shall, at a minimum, provide:

- A Data Center environment with onsite support personnel;
- Support for the hardware, software, and application infrastructure in the CANVAS production, Q/A, and development environment, including systems administration, systems operations, database administration, middleware support, storage administration, telecommunications/network support and credit card server environment;
- A defined refresh strategy;
- Strict adherence to the applicable and agreed to Contractor and City defined policy, procedures, and standards
- Asset, Capacity, Knowledge, Performance and Security Management related services

4.5.2.1 Scope of the Infrastructure to Be Supported

Contractor shall provide resources to support the CANVAS infrastructure environment as defined in Schedule M (Machines)

4.5.2.2 Hardware and Software

Contractor will provide support for the hardware associated to the CANVAS environment as identified in Schedule M (Machines)

Contractor will provide support for the software associated to the CANVAS environment as identified in Schedule N (Software)

4.5.3 Personnel

Contractor will:

(1) provide a Contractor supported Data Center with onsite staff to support the processing requirements of City's CANVAS Application environment.
(2) provide and maintain the appropriately skilled staff necessary to support the defined CANVAS Application environment volumes and requirements;
(3) provide timely and appropriate training to the Infrastructure Maintenance and Support staff;

4.5.5 Policies, Procedures, and Standards

Contractor will develop and / or maintain Infrastructure Maintenance operational processes and procedures as required to support the CANVAS Application infrastructure environment.

4.5.7.1 General Responsibilities

Contractor shall provide Infrastructure Maintenance and Support Services required to provide and support the CANVAS production, quality assurance (also referred to as "staging"), and development computing environments, business applications, file/print services, and other specific infrastructure-related functions.

Contractor will, at minimum and as applicable to the CANVAS Application environment:

- Comply with the City's policies, standards, and regulations;

- Provide system operations and administration to support the CANVAS infrastructure environment;

- Provide support for the CANVAS Application system software to include operating systems, utilities, databases and middleware applications;

- Provide and support the associated CANVAS application network environment, related operations and users;

- Provide and support the Data Center environmental elements to meet the defined and associated CANVAS Application service levels;

- Conduct applications test-to-production migration as required;

Contractor will provide the scope of Infrastructure Maintenance and Support Services as set forth in the defined Service Hours excluding scheduled maintenance periods.

4.5.7.2 Operations and Administration

Contractor shall provide operations and administration services in support of the day-to-day activities necessary to manage the CANVAS Application and Data Center computing environment.

Contractor will be responsible to provide and support the CANVAS Application infrastructure environment to meet operational and processing procedures associated to meeting defined Service Level targets and requirements.

Contractor will provide the following associated with Major Incident Management (defined as unplanned Incidents which result in a CANVAS system outage or a major disruption to normal CANVAS Service such as a Severity Level 1 event), hardware and facilities planning, configuration management, and change management:

(1) Major Incident Management

Contractor will:

    a. identify, record, track and manage the incident through service restoration by:
        i. determining the severity classification of the incident and executing the problem management process accordingly;
        ii. determining the scope of the incident;
        iii. assigning the appropriate technical support representatives (other levels of support, across platforms as required); and
        iv. executing Contractor and City notification and escalation procedure;
    b. notify City that the service has been restored; and

c. perform root cause analysis (RCA) and participate in incident review meeting(s), as appropriate.

(2) Hardware and Facilities Planning

Contractor will:

a. provide system space planning;
b. coordinate with site facilities management to provide specified power to equipment, raised floor space, rack placement, and other physical environmental requirements
c. coordinate hardware availability for scheduled maintenance; and
d. maintain physical configuration plan.

(3) Configuration Management

Contractor will:
a. design and implement hardware and software configuration changes; and
b. maintain documentation for operating systems configuration, backup and restore processes, hardware configuration reports, and operations documentation.

(4) Change Management

Contractor will:

a. with City's assistance, develop the procedures to be followed so that all planned and emergency changes affecting the environment are reviewed, approved, communicated and properly documented;
b. communicate to City Focal Point, via the change management process set forth in the Process Interface Manual (PIM), any changes Contractor makes that affect the environment;
c. record and track approved change requests;
d. schedule and manage testing and implementation of approved changes;
e. evaluate planned changes to the environment and advise City of any requirements to support such changes;
f. track change history of managed resources; and
g. provide standard change management reports.

City will:

a. assist Contractor in developing the procedures to be followed so that all planned and emergency changes affecting the environment are reviewed, approved, communicated and properly documented; and
b. notify Contractor of any planned or emergency changes to City's environment affecting the Services.

4.5.7.2.1 Monitoring Operations

Contractor shall provide both on-site and remote support for the monitoring of on-going operations and to provide timely response to events, alerts, and/or problems.

Contractor will provide the following operations activities for the City:

(1) Monitor the hardware and operating system software according to agreed service levels, using processes and procedures developed specifically for the City's CANVAS Application operating environment.

(2) Perform system operations on the associated Wintel and AIX systems to include

a. manage operating system resource availability;

b. execute recovery procedures, as required, for operating system resources; and

c. provide operating system status, as requested.

(3) System automation will provide:

    a. Management of the operation of system hardware, software and applications

    b. Distributed system restart or reboot as required

    c. Appropriate response to console messages appropriately

    d. Level 1 problem determination and escalation problem reports as required

    e. Support for disaster recovery services including support during scheduled tests

(4) Monitor and respond to system alerts and events and execute problem determination processes for both hardware and operating system software

(5) Contractor will deploy all required management tools, automated scripts, and infrastructure to support the monitoring and operations of the City's CANVAS Application server environment

The City's responsibilities will be to:

(1) assist Contractor in developing procedures for handling all planned and unplanned outages affecting the environment including review, approval, communication and proper documentation;

(2) notify Contractor of any planned or emergency changes to City's environment affecting Contractor's provision of the Services.

4.5.7.2.2 Job Scheduling and Execution Operations

Contractor will provide the following batch scheduling and monitoring services in accordance with the defined requirements for the existing CANVAS environment:

(1) Production Batch Job Scheduling

Contractor will:

    a. perform production batch job set-up and scheduling tasks, such as:
        i. identification of critical paths based on statistics of execution;
        ii. identification of jobs eligible for parallel processing (on same CPU or multiple CPUs) and reorganization of normal batch schedules;
        iii. support of load balancing across servers when required and applicable;
        iv. support of special batch schedules (e.g., for known peak periods); and
        v. recommend scheduling improvements and implement, as approved by City;
    b. resolve batch scheduling conflicts;
    c. with City's assistance, develop and maintain standards for job acceptance and implementation; and
    d. schedule batch jobs, as requested by City, which require expedited execution, subject to applicable Service Levels attainment relief.

City will:

    a. provide City's production batch scheduling requirements;
    b. assist Contractor in developing standards for job acceptance and implementation;
    c. provide required information (for example, requested time frames and priority sequence) for expedited batch job requests; and
    d. evaluate and approve scheduling improvement recommendations.

(2) Production Batch Monitoring and Restart

Contractor will:

a. monitor scheduled production batch jobs;
b. resolve batch scheduling conflicts;
c. monitor scheduler related incidents and develop and recommend changes to the scheduler database;
d. schedule batch jobs, as requested by City, that require expedited execution; and
e. perform job restart, as necessary, in accordance with resolution and restart procedures.

4.5.7.2.3 Electronic Data Exchange Management Roles and Responsibilities

Contractor will provide the following Electronic Data Exchange Management services to City in accordance with the defined requirements for the existing CANVAS environment:

Contractor will:

(1) provide a real-time interface through an Oracle database view or a mutually agreed upon equivalent interface technology with the City's Cashiering system in order to accurately reflect payment activity and current amount due on parking and red-light tickets

(2) receive and upload new ticket data and related photos issued with the hand held enforcement device units, Chicago Police Department in-car devices, and through the Automated Camera enforcement devices

(3) work with in-state and out-of-state Secretary of State and Departments of Motor Vehicles to obtain license plate owner information

(4) work with our print Contractor and US Postal Service to validate addresses and obtain National Change of Address before generating notice files for printing and mailing on a weekly basis

(5) submit to the City a file with information necessary for the City to place holds on business licenses in City's licensing system and referring employee related debt to City's collection system for additional collection efforts to reduce outstanding parking and Automated Camera ticket debt

(6) generate referral files and removal files to the Collection Law Firms and Agencies engaged by the City for further enforcement efforts and managing of payment plans

(7) generate various boot eligibility listings used for enforcement by Street Operations and City Vendors at the airports

(8) send ANOV data for new tickets, evidence, and mail-in payments that have been scanned and verified by Contractor for timely scheduling and conducting of hearings for non-parking related violations

(9) provide the requirements definitions, policies, and development services to support the new and existing CANVAS electronic data exchange interfaces

(10) work with the City to define electronic data exchange format requirements and policies, including transport (e.g., EDI, XML, FTP), delivery locations, format, and schedule requirements.

(11) develop and document in the standards and operational procedures manual procedures for performing electronic data exchange that meet requirements and conform to industry standards.

(12) develop and maintain a repository of CANVAS-related electronic data exchange distribution and exchange entities.

(13) interface directly with the City's electronic data exchange distribution entities according to defined entity-unique CANVAS procedures.

City will:

(1) assist Contractor with acquiring out-of-state agreements with Secretary of State and Departments of Motor Vehicles for obtaining license plate owner information

4.5.7.3 System Administration Roles and Responsibilities

Contractor will provide the following system administration services to City's CANVAS Application Environment in accordance with the defined requirements:

(1) Problem Management

Contractor will:
   a. perform problem management tasks including real-time monitoring of Supported Servers, problem identification, reporting, logging, tracking, resolution, communication and escalation for problems; and
   b. with City's assistance:
      i. define problem priority levels and associated escalation procedures;
      ii. define alert and paging processes and procedures, including escalation procedures

City will:
   a. assist Contractor in defining problem priority levels and associated escalation procedures;
   b. provide Contractor a list of City Focal Points for purposes of assisting with problem resolution and escalation, if required, including any updates as they occur;
   c. verify the appropriate City personnel are available to interface with Contractor to resolve complex network problems affecting the Services; and
   d. be responsible for City contracted City Vendors providing services to Contractor required for verification services.

(2) Installation and Maintenance Services

Contractor will:

   a. install, configure, maintain and perform cumulative program temporary fixes (PTF) packages to Supported Server standard products, including the operating system and operating system utilities;
   b. with City's assistance, establish a test and implementation plan before each operating system version upgrade;
   c. schedule and coordinate operating system testing and implementation with City Focal Point; and
   d. communicate to City Focal Point, via the change management process set forth in the Process Interface Manual, any installation prerequisites (for example, additional disk space and memory) and any post install procedures that need to be followed after the installation is completed.

City will:
   a. assist Contractor in establishing a test and implementation plan before each operating system version upgrade;
   b. ensure compliance by CANVAS End Users and City, via the change management process set forth in the Process Interface Manual, with any communicated change prerequisites and post change procedures; and
   c. before the operating system maintenance or upgrade scheduled date, or upon Contractor's request, verify to Contractor via City Focal Point that all communicated prerequisites have been completed.

(3) Availability Management

Contractor will:
   a. assist City in defining City's availability requirements;
   b. develop an availability plan;
   c. track, analyze and report on availability;

---

d. provide hardware maintenance for Supported Servers in accordance with the equipment manufacturer's specifications;
e. provide required support procedures to City Focal Point; and
f. recommend availability improvements.

City will
a. verify that the appropriate City personnel are available to interface with Contractor, as required, to isolate and resolve complex network, operational or software problems affecting Contractor's ability to provide the Services;

(4) Data Management

Contractor will:

a. with City's assistance, define the frequency and types of required data backup as well as the retention periods for the data; and
b. perform Supported Server file data backup and recovery including interfacing with tape storage facilities, if any.

City will:
a. assist Contractor in defining the frequency and types of required data backup as well as the retention periods for the data; and
b. define and provide data archival requirements.

(5) Database Software Support and Operations

Contractor will:
a. install, upgrade and maintain the database Systems Software;
b. manage database subsystem resource availability;
c. execute database subsystem recovery procedures, as required, in the event of database subsystem failure; and
d. provide database subsystem status, as requested.

City will:

a. assist Contractor in developing procedures for handling all planned and unplanned outages affecting the database environment including review, approval, communication and proper documentation; and
b. notify Contractor of any planned or emergency changes to City's environment affecting Contractor's provision of the Services.

(6) Intel and UNIX Server Services Platform Support

Contractor will:

a. provide server operation services including the management of the Supported Server environment using the appropriate processes set forth in the Process Interface Manual;
b. create, maintain and delete volumes and directory structures;
c. modify file system sizes and permissions;
d. verify mount point availability;
e. repair defective file systems;
f. assign account, work group and print managers;
g. administer directory distribution and replication; and
h. define and manage resources and domains.

4.5.7.4 Storage and Data Management

Contractor will provide the following Storage and Data Management services to City's CANVAS Application environment in accordance with the defined requirements:

(1) Storage Environment Management

Contractor will:

    a. perform storage device preparation and initialization;
    b. manage storage space through the implementation and customization of storage management software;
    c. manage space and utilization rate of storage hardware;
    d. verify availability and sufficient capacity of Contractor controlled file systems during scheduled service times; and
    e. provide City periodic reports of space utilization at a logical disk or DASD level.

(2) Backup and Restore

Contractor will:

    a. document, maintain and, as appropriate, update and execute mutually approved database and file backup and recovery procedures;
    b. provide a recovery procedure for restoring the data image to a previous level within a mutually agreed time frame;
    c. conduct regularly scheduled backup and recovery processes as specified in the Process Interface Manual and as prioritized by City (for example, data set restore), so as to avoid impacting scheduled operations; and
    d. provide recommendations to City regarding backup and recovery considerations such as improved levels of protection, efficiencies and cost reductions.

4.5.7.4.1 Storage and Data Management Roles and Responsibilities

(1) Managed Storage File Management

Contractor will:
    a. manage files on the Machines, including:
        i.   managing non-root application file systems;
        ii. modifying file system sizes;
        iii. verifying mount point availability;
        iv. repairing defective file systems; and
        v. modifying file system permissions;
    b. keep files under Contractor's control, current and available during scheduled access times;
    c. initiate and complete required data processing activities concerning data integrity (for example, handling line transmission errors) of all processed files;
    d. verify the receipt of incoming files and the processing and transmission of outgoing files;
    e. conduct routine monitoring and corrective action according to procedures Contractor prepares and City approves for intermediate files used for on-line and batch processing;
    f. verify availability of adequate file space for processing; and
    g. report to City on City's disk space utilization and requirements for City's capacity planning purposes.

4.5.7.4.2 Media Operations Roles and Responsibilities

(1) Media Management: Tape Media Management and Operations

Contractor will:
    a. retain tapes for a mutually agreed retention period for auditing purposes;
    b. rotate tapes, as required, for off-site storage;
    c. log and track physical tapes that are checked in and out of the Data Center by Contractor or Contractor's Subcontractor;

d. notify the Contractor's subcontractor tape storage provider when it is time to scratch or return a tape;

e. complete tape mounts in sufficient time to meet production processing requirements in accordance with the Service Levels;

f. maintain adequate supplies for the tape environment and provide a sufficient scratch tape pool to service required processing needs, and notify City when additional tapes and other supplies are required;

g. retrieve archived tapes and restore required files and data sets within mutually agreed time frames; and

h. report tape utilization to City.

(2) Media Management: Offsite Storage

Contractor will:

a. store tapes and paper documentation, as appropriate, at the off-site storage facility specified by City (non-disaster recovery related);

b. manage off-site storage of tape media for vital records, back-up and recovery;

Note: *Contractor can not guarantee recovery of data from off-site storage media especially in the case of media created, during the course of the contract, using out-of-date technology at the time of the restore request. Contractor will restore said data using a commercially reasonable best effort for the services and equipment available at the time of the request.*

c. pack, label and track all tape output and distribute to the drop point; and

d. transport tapes from a non-Disaster Recovery off-site storage location to a designated facility.

4.5.7.5 Output Management

Contractor will provide reports and files per the mutually agreed type, frequency and location/resource. Management output reports as per Schedule F (Files) and Schedule R (Reports)

4.5.7.6 Remote Access into CANVAS

Contractor will provide authorized CANVAS End Users (remote and local) with access into the CANVAS Application Environment via the City-provided network.

4.5.7.7 Database Administration

Contractor will provide the following Physical/Logical Database Administration services to City's CANVAS Application environment in accordance with the defined requirements:

(1) Physical / Logical Database Administration

Contractor will:

a. provide physical support of the production application databases which includes:
   i.   creation of physical database objects (i.e. DDL, DBD, ACB, files, etc.);
   ii. management and performance of physical production database maintenance, modifications and enhancements in accordance with the mutually agreed schedule;
   iii. maintaining mutually agreed database backup and recovery procedures, to recover from a database outage or corrupted database in accordance with the mutually agreed backup schedule;
   iv. maintaining and implementing mutually agreed database archive processes and procedures;
   v.   monitoring and reporting of database performance and space utilization; and

      vi.   recommending modifications for improved performance and implementing as approved by City;

  b. provide logical database administration of the production databases which includes:

      i.   Review business data requirements provided by City

      ii.   Develop functional requirements based on business requirements

      iii. Provide high level estimates or detailed estimates for requirements as requested

      iv. Identify the required data entities, entity relationships, business rules, and entity processing rules that include insert/update/delete constraints and referential integrity

      v.   Develop logical normalized data models that document the business information requirements

      vi. Maintain the CANVAS logical database model for transactional and reporting requirements by documenting data element descriptions, entity relationships, logical data models, and changes to meta-data

      vii. Identify limitations associated with the data model and recommend solutions

  c. Identify, evaluate, and resolve integration issues with existing data models to establish design consistency and control data redundancy

  d. setup and retain exclusive use of DBMS system administration IDs and privileges;

  e. assist City in planning for production database modifications as a result of changes in City's business environment (i.e., growth, application development projects) and review City's plans on a regular basis;

  f. promote City-approved database changes into the production environment;

City will:

  a. assist Contractor in establishing a schedule for performing production database maintenance, modifications, enhancements and backups;

  b. review and approve plan(s) for production database modifications as a result of changes in City's business environment (i.e., growth, application development projects) and review such plans with Contractor on a regular basis;

4.5.7.8 Middleware Administration

Contractor will provide the following Middleware Administration services to City's CANVAS Application environment in accordance with the defined requirements:

(1) Middleware Software Support and Operations

Contractor will:

  a. install, upgrade and maintain the Systems Software;

  b. manage the middleware subsystem resource availability;

  c. execute middle subsystem recovery procedures, as required, in the event of middleware subsystem failures;

  d. provide middleware subsystem status, as requested;

  e. administer security resource definitions (for example, specific User IDs and group IDs); and

  f. monitor and manage messages remaining in the system dead letter queue after deadline scheduling queue (i.e., DLQ Handler) processing.

City will assist Contractor in developing procedures for handling all planned and unplanned outages affecting the middleware environment including review, approval, communication and proper documentation

4.5.7.9 Telecommunication

Contractor will be responsible for LAN management, WAN management and firewall management for Contractor provided and managed Data Networks at Data Center location.

Contractor will:

(1) develop and maintain physical and logical network topology documentation;
(2) procure LAN Devices, WAN Devices and Firewall Devices as appropriate
(3) setup, configure, test, install and maintain the LAN Devices, WAN Devices and Firewall Devices and Software;
(4) establish and maintain an inventory of LAN Devices, WAN Devices and Firewall Devices as set forth in Schedule M (Machines);
(5) manage and track network problem tickets;
(6) assign ownership and priority to network problems;
(7) perform initial diagnostics to isolate and repair problems;
(8) perform Level 2 network analysis to determine and isolate sources of network outages and problems;
(9) perform root cause analysis, as required;
(10) in accordance with the change management process, manage, test and implement approved network changes (I.e., planned and emergency);
(11) maintain backup and archive of configuration data for LAN Devices, WAN Devices and Firewall Devices;
(12) control the network operating system security and administrative User IDs;
(13) manage and maintain all Firewall Devices that connect the Contractor Data Network to City Data Network that Contractor requires to provide the Services;
(14) manage and maintain security controls for inter enterprise firewalls, gateways and dial-in services
(15) perform changes to firewall rule base, authentication configuration, user and session levels, routing tables, and network address translation;

Contractor shall provide the following network services in the Data Center:

(1) acquire, install, support and maintain one (1) AT&T Managed Service Internet circuit to support Chicago Parking Ticket Search and Web Payments.
(2) acquire, install, support, and maintain firewalls, set up as a failover pair, to support the Chicago Parking Ticket Search and Web Payments Internet circuit, DMZ HTTP server and connection to the Data Center;
(3) acquire, install, support and maintain one (1) AT&T Managed Service Internet circuit to Chicago Parking administrative support.
(4) acquire, install, support, and maintain firewalls, set up as a failover pair, to support the Internet connection to the Data Center for administrative support;
(5) provide City with both communication and contingency plans in case of failure, other than a failure caused by disaster, including an escalation chart for emergencies

City will:

(1) notify Contractor of any planned or emergency changes to City's environment affecting the Services;

(2) ensure all Data Network devices have registered addresses with industry acceptable registration organizations and are SNMP and RMON compliant;

(3) provide Internet and related services for City employees at Contractor locations

(4) provide a network circuit connection (i. e. Metropolitan Area Network (MAN)) between City Enterprise Network and the Contractor Data Center location. The City will be responsible for provisioning the necessary bandwidth on this connection;

(5) for those problems that are transferred to City for resolution, notify Contractor of the resolution;

(6) provide to Contractor a list of City Focal Points for purposes of assisting with problem resolution and escalation (24x7 or match the City requested hours of availability associated with committed SLRs), if required, including any updates as they occur;

(7) ensure the appropriate personnel are available to interface with Contractor to resolve complex network problems affecting the Services;

(8) obtain and pay all costs associated with supplying any required unique registered IP addresses provided by an American Registry of Internet Numbers (ARIN)-accredited registrar or other recognized standards body;

(9) except as disclosed, coordinated and mutually agreed upon (as in the case of planned system penetration test conducted to protect the privacy and security of information collected and maintained by the City) not penetrate or contract with or allow any other party or attempt itself to penetrate the hardware, software, logical environment, and other resources (such as, but not limited to, firewalls, routers, switches) used by Contractor to provide the Services;

(10) not access or attempt to access Contractor's secure internal network or the resources or information of other Contractor customers;

(11) when performing any technical security integrity review:
    a. only test and scan the IP addresses supplied by Contractor to City that are part of the Services;
    b. only test the dedicated logical environment;
    c. provide the source IP address information and reviewer contact information to Contractor;

(12) perform such reviews as mutually agreed by City and Contractor; and

(13) not perform denial-of-service attacks;

Voice Network Services: General

Contractor will:

(1) provide the following Voice Network Services to City using the processes set forth in the Process Interface Manual

(2) implement and manage the mutually agreed telecommunications security practices in accordance with the Services set forth in this Agreement.

(3) unless otherwise mutually agreed, provide such Voice Network Services during the Service Hours.

Voice Services: VoIP / IPT Management

Contractor will:

(1) perform VoIP / IPT management and maintenance, including performing related IMAC Services and hardware maintenance Services for the VoIP / IPT Machines;

(2) perform call manager programming, including feature and function software upgrades and changes to support defined City requirements; and

(3) provide logical access security for local call managers, including maintenance passwords and associated administrative support.

City will provide:

(1) Voice and telecommunications services (ie. phone and fax) for City employees at Contractor locations.

(2) Dedicated incoming voice circuits in support of the Chicago Parking Ticket Help Line (312-744-PARK)

4.5.7.10 Voice Response Unit (VRU) and Automatic Call Distribution (ACD)

Contractor will provide the following VRU and ACD services to City's CANVAS Call Center environment in accordance with the defined requirements:

ACD / Call Center

Contractor will:

(1) implement and maintain a VRU system to provide automated responses to customers' phone inquiries. The Interactive Voice Response (IVR) Application will guide the customer through a menu-driven interface using plain voice prompts in both English and Spanish.

(2) configure, operate, and maintain the VRU located in a Contractor data center.

(3) provide English and Spanish language support.

(4) provide a VRU to allow customers to access customer service representatives during Service Hours. The VRU will:

    a. provide menus identifying user options, such as providing callers the ability to report inoperable meters, the ability to request that a hearing be scheduled, the ability to retrieve ticket status information electronically, the ability to hear general information on Boot, Tow and Red Light violations and ability to reach a customer service representative during Service Hours.

    b. provide customers with information regarding system maintenance that may impact the motorist from getting self enablement information or reaching a customer service representative during Service Hours.

    c. provide access to the deaf or hearing impaired via a TDD interface.

    d. allow customers to return to prior menus so that more than one transaction may be completed.

(5) provide one (1) "recording" support for initial and ongoing VRU script changes per quarter and all VRU script changes are subject to the Service Request process.

(6) perform ACD / call center management and maintenance, including performing related IMAC Services and hardware maintenance Services for the Voice Network Machines;

(7) perform ACD / call center programming, including feature and function software upgrades and changes to support City requirements;

(8) provide call flow consultation and design;

(9) provide management statistics, including standard and mutually agreed custom reporting;

(10) provide cross functional support for associated call center applications

(11) perform IVR / VRU / call processing management and maintenance, including performing related IMAC Services and hardware maintenance Services for the Voice Network Machines

(12) perform IVR / VRU / call processing programming, including feature and function software upgrades

4.5.8.1 Capacity Management

Capacity Management services are required for the production, quality assurance (staging) and the test/development environments. Capacity management support services include the following activities:

Contractor will:

(1) provide and install capacity management agents and tools;

(2) monitor and document City's current workloads and provide the information to City for City's use in determining future capacity requirements;

(3) recommend system configurations or modifications necessary to enable Contractor to maintain acceptable resource utilization;

(4) notify City when any Supported Server resource reaches the mutually agreed critical usage levels and that additional capacity is required to perform the Services in accordance with the Service Levels;

City will:

(1) work with Contractor to project future Supported Server based trends and capacity requirements for new projects and provide such information to Contractor as it pertains to the Services;

(2) review and approve, via the Service Request process, Contractor provided requests for additional capacity associated with any Supported Server resource that has reached critical usage levels and is impacting Contractor's ability to provide the Services or relieve Contractor of any affected Service Levels until such time as the required capacity is installed;

4.5.8.2 Performance Management

Performance management services are required for the production, quality assurance (staging) and the test/development environments. Performance management support services include:

Contractor will:

(1) monitor, measure, analyze and tune system performance to meet agreed upon Service Levels;

(2) recommend changes (i.e., hardware and/or software upgrades) to City to maintain agreed upon system performance levels;

(3) define performance indicators and monitor Supported Server performance against such indicators;

(4) provide and install management agents and tools;

(5) review configuration data and usage patterns;

(6) establish performance thresholds and exception reporting procedures;

(7) with City's assistance, establish a schedule for performing Supported Server maintenance (for example, virus detection, backup, disk space cleanup, and testing such as defragmentation) and modifications and enhancements so as to minimally impact CANVAS End Users;

(8) advise City of any required system configurations and modifications necessary to enable Contractor to meet the Service Levels;

City will:

(1) evaluate recommendations (i.e., hardware and/or software upgrades) and implement, as appropriate, to enable system performance improvement;

(2) assist Contractor in establishing a schedule for performing Supported Server maintenance (for example, virus detection, backup, disk space cleanup, and testing such as defragmentation) and modifications and enhancements so as to minimally impact CANVAS End Users.

4.5.8.3 Technology Refresh and Replenishment

Contractor will:

(1) refresh the equipment and associated operating system software, as appropriate, during the term to maintain technical currency for systems defined in Schedule M (Machines) including executing the refresh of equipment and operating system software to meet defined Service Levels.- Schedule B (Service Levels)

(2) maintain Reasonable Currency of associated Contractor provided Software as defined in Schedule N (Software)

(3) establish and maintain an inventory with included refresh and replenishment schedule for designated CANVAS data center hardware (ie. LAN, WAN and Firewall Devices) as set forth in **Schedule M (Machines)**;

4.5.8.4 Asset Management

The asset management solution for the City includes the associated functions for servers, network, payment processing and miscellaneous equipment provided for the CANVAS environment and owned by Contractor:

(1) hardware and software tracking

(2) hardware financial management

(3) software license management

Contractor will:

(1) provide the following Asset Services to City during the Service Hours, unless otherwise mutually agreed by City and Contractor

(2) implement the process for the tracking of status, location and ownership of assets under Contractor's control.

(3) establish the asset database, define and support the processes required for the capture of any changes and incorporate such changes into the asset database.

Asset Tracking

Contractor will define and implement the process for tracking assets under Contractor's control throughout their life cycle from acquisition to disposal, including any changes performed for such assets.

Contractor will:

(1) define and implement the asset tracking process;

(2) maintain the asset database capturing changes Contractor made as a result of:
   a. receipt of new assets;
   b. data scrubbing and validation (i.e., checking for nomenclature and data entry discrepancies such as validating that the asset type is numeric or alphanumeric);
   c. asset storage, retirement, and disposal

(3) perform electronic inventory and/or bar code scans on hardware in conjunction with performing on-site Services and update the asset database;

(4) add assets for which no record is found to the asset database as such assets are located during an inventory or are otherwise discovered, for example, during a Help Desk support call, and notify City Focal Point of such additions;

(5) coordinate and perform periodic physical or electronic asset validations;

Software License Management

Software License Management includes monitoring software license compliance, maintaining software license information under Contractors control as defined in Schedule N (Software) and providing City with a standard software license management report.

Contractor will:

(1) develop and implement the Software license management process;

(2) perform an inventory of Software physical licenses in place as of the Effective Date

(3) maintain Software license inventory records as part of the asset database to include the licenses existing as of the Effective Date and for Software:
   a. ordered through Contractor; or
   b. procured through City with notification to Contractor for inclusion in the asset database

(4) maintain the data necessary to enable entitlement for the Software such as upgrades, enhancements, refreshes, replacements, and maintenance provided by the Contractor;

(5) periodically reconcile installed Software data

(6) provide advice on the procurement of additional software licenses, as required;

(7) administer and manage the Software license, maintenance and support

City will:

(1) provide Contractor with the information necessary to update the asset database for Software City procures directly and requests inclusion in the asset database;

(2) register all Software that is licensed to City in accordance with the software vendor's license terms and conditions;

(3) be responsible for compliance to all software license terms and conditions;

(4) be responsible for designated third party software license costs (i.e. Oracle); and

(5) inform Contractor of any discontinued or transferred Software licenses and maintenance, if applicable.

4.5.8.5 Integration and Testing

Contractor will provide configuration management services to the City's CANVAS Application environment in order to maintain the integrity, interoperability and functionality of the various CANVAS hardware, software and network components.

Contractor will:

(1) define the integration and testing policies, standards, and procedures

(2) complete configuration discovery activities

(3) apply new releases of hardware and software

(4) track and manage changes to hardware and software configurations including the following functions:
   a. understanding the CANVAS server standards, defining and documenting the initial server configurations
   b. modifying configurations as required
   c. controlling access to configuration files.

Contractor will implement and maintain an integration and testing strategy for the CANVAS Application Environment which includes the following activities:

(1) define Integration and Testing requirements and policies

(2) develop, document, and maintain the Standards and Procedures Manual Integration and Testing procedures that meet requirements and adhere to defined policies

(3) review and approve Integration and Testing procedures

Contractor will provide the following configuration discovery activities in order to maintain the currency of the operational and systems configuration information:

(1) maintain software release matrices across each of the supported environments

(2) validate and approve the software release matrix
(3) evaluate all new and upgraded components or services for compliance with City's security policies, regulations, and procedures, and any other related compliance requirements that may be required
(4) assess and communicate the overall impact and potential risk to environment and components prior to implementing changes

Contractor will, in the application of new releases of hardware and software components and in an effort to maintain Reasonable Currency:
(1) follow a controlled and, repeatable process of standard integration and testing processes and procedures through the use of a development environment
(2) manage the integration test/development environments
(3) conduct integration and security testing for all new and upgraded equipment, networks, software, or services to include unit, system, integration, and regression testing based on requirements defined in requirements and design documents;
(4) define CANVAS End User acceptance test requirements;
(5) stage new and upgraded equipment, software, or services to smoothly transition into existing environment based on requirements defined in requirements and design documents;
(6) test new releases of supported hardware and software
(7) provide and support middleware required to integrate software and hardware
(8) provide integration of Application Software
(9) perform Configuration Management and Change Management activities related to Integration and Testing

4.5.9.2 System Availability Service-Level Requirements (SLRs)

SLRs shall apply as set forth in Schedule B (Service Levels)

4.5.9.3 System Availability Service Level Reports

Contractor agrees to provide defined written Service Level reports per Schedule R (Reports) to designated City recipients in accordance with mutually agreed upon formats, schedules and structures

PART IV: Call Center Services

4.6.1 Call Center Services Overview

Contractor will provide a Call Center to support City Parking Ticket Helpline and answer questions from motorists and citizens regarding City's Parking (noticing, violations, "Boot", etc), Red Light Enforcement program and other related programs.

Contractor will provide customer service representatives to answer calls from both English and Spanish speaking callers..

Contractor will provide Call Center Services as set forth in the defined Call Center Business Hours.

4.6.2 Call Center Software and Hardware

Contractor to provide necessary hardware and software in support of the Call Center environment such as phones/headsets, workstations, and ACD/IVR/VRU systems.

4.6.3 Call Center Personnel

Contractor will:

(1) provide and maintain the appropriately skilled staff and operational equipment (hardware, software and maintenance) necessary to support the defined Call Center volumes and requirements;
(2) provide timely and appropriate training to the Call Center Service support staff;

4.6.4 Call Center Service Facilities

Contractor will provide required facilities necessary in the delivery of Call Center Services to the City as set forth in Schedule L (Facility)

4.6.5 Call Center Required Languages

Contractor will provide multilingual support for in English and Spanish for Call Center support and VRU support per defined Business Hours

4.6.6 Call Center Policies, Procedures, and Standards

Contractor will develop and / or maintain Call Center operational processes and procedures based off City provided documented business rules

4.6.7 Call Center Agreements and Licenses

Contractor will provide for agreements and licenses necessary to support the Call Center Services

4.6.8 Call Center Baseline Information

Contractor will provide Call Center services to support the call volumes as detailed in Schedule C (Charges)

4.6.9.1 Call Center General Responsibilities

Contractor will:

(1) maintain a Call Center staffed by customer service representatives (CSR) per defined and agreed to call volumes in support of following telephone, mail-in, email or fax inquiries:
   a. Payment adjustment and Refund requests
   b. Dispute resolution requests
   c. Taxi/rental third party inquiries
   d. Boot / DLS quote requests
   e. Citizen correspondence
   f. Payment research support
   g. City feedback email support
   h. Boot escalations
   i. Contest by mail request assistance
   j. in-person hearing request assistance
   k. 15-day impound extension requests
   l. Business license clearance requests
   m. Tax Offset with holding questions
(2) use a Contractor provided knowledge management system and / or tool to assist in providing consistent responses to caller inquires
(3) follow approved escalation processes, as mutually agreed to by Contractor and City, for calls requiring special handling
(4) allow transfer from the Contractor provided VRU to a Call Center agent queue during Business Hours
(5) provide management of Call Center staff
(6) provide City with Call Center scripts for approval, as appropriate
(7) provide CSRs with system and customer service instruction
(8) track, review and report to the City, as a mutually agreed to basis, the types of calls being received by the Call Center
(9) monitor customer service calls as necessary
(10) maintain and proffer to City upon request records of all monitoring activities
(11) maintain a message board in clear view of CSRs
(12) create and maintain a repository for daily call data
(13) meet with City on a defined and mutually agreed to basis to discuss developments in call center technology
(14) review automated surveys results, as appropriate, to maintain and improve customer service;
(15) provide City with mutually agreed upon reports and reporting options
(16) work with City on special projects or programs which may impact Call Center volumes or require additional CSR staff through the Service Request process
(17) provide customer service correspondence (ie. Ticket image requests) as appropriate
(18) develop and / or maintain Call Center operational processes and procedures based off City provided business rules.

City will:

(1) provide Contractor with documented City business rules that govern how calls should be answered
(2) provide Contractor with escalation procedures and contact details for escalation
(3) provide Contractor with information updates, as appropriate, for CSRs to communicate to Call Center Customers
(4) review and approve Call Center scripts as appropriate
(5) provide Contractor with program or special projects which may impact Call Center volumes or require additional staff subject to the Service Request process.

(6) approve content for automated customer service letters or other agreed to Customer correspondence
(7) provide and publish a single toll-free or dedicated telephone number and associated telephone circuits for Customers to contact the Call Center
(8) provide documented business processes for the call center call scenarios.
(9) provide documented business processes for program changes.

4.6.9.2 Customer Service Representatives (CSR) Management Requirements

Contractor will:

(1) perform call monitoring of Call Center agents;
(2) adhere to an adapted version "Total Quality Management (TQM)" methodology customized for managing CSR activities in the CANVAS Call Center environment
(3) use Contractor provided ACD tools to generate real-time or near real-time data for call center agent performance and statistics;
(4) collect, compile and post Call Center data from VRU;
(5) Implement, administer and report on customer satisfaction surveys via the IVR.
(6) as needed, process customer service related correspondence or requests (ie. customer email, mail, or fax) requiring special handling by the CSR management team

4.6.9.3 Call Center Operations and Administration Requirements

Contractor will:

(1) establish uniform processes, policies, and procedures for providing support to customer inquiries;
(2) maintain a Call Center staffed by customer service representatives (CSR) per defined and agreed to call volumes in support telephone, mail-in, email or fax inquiries;
(3) maintain a call tracking and reporting system in support of the Call Center
(4) use Contractor provided ACD tools to generate real-time or near real-time data for call center agent performance and statistics
(5) work with the City and other City approved teams to compile and maintain a current list of escalation procedures and contact details for escalation.
(6) provide a program of continual improvement for the Call Center
(7) identify and recommend to the City opportunities for Call Center improvements which provide for positive impact to the City's requirements, or service expectations;
(8) maintain Call Center documentation, including Call Center standard operating procedures, telephony configuration documentation, Call Center hardware documentation, and Call Center standard operating environment.
(9) make documentation and Call Center reports available to the City access via the Contractor Services Connection (ISC) portal.
(10) follow a defined and documented business control process for reviewing support documentation based on an agreed upon schedule .
(11) work with the City to have a clear understanding of the hierarchy of issues.
(12) escalate issues to the City as needed;

4.6.9.7 Call Center Reporting Requirements

Contractor will:

(1) provide the City with a monthly "dashboard" report on Call Center statistics;
(2) meet with the City monthly, or as mutually agreed, to review trend on call types;
(3) · periodically audit all Call Center metrics being collected and reported to the City;
(4) provide management reporting capabilities to the City using Contractor's Global System Management Reporting Technology (gSMRT) or other reporting systems
(5) implement the Contractor Service Connection Portal (ISC) for access to documentation;
(6) periodically, on a mutually agreed schedule, review steady-state Call Center management reporting and recommend changes, as appropriate.

City will:

(1) meet with Contractor monthly, or as mutually agreed, to review trend on call types
(2) will use Contractor provided tools (ie. "Dashboard") to access reports provided by Contractor
(3) periodically, as mutually agreed, meet with Contractor to review steady-state Call Center reports and recommended changes, as appropriate.

4.6.10 Call Center Service Management

Contractor will use ACD generated real-time data analyzing service delivery performance and management of Call Center to measure quality of service

4.6.10.1 Call Center Service Level Requirements (SLRs)

SLRs as set forth in Schedule B (Service Levels)

4.6.10.2 Call Center Service Level Reports

Contractor agrees to provide defined written Service Level reports per Schedule R (Reports) to designated City recipients in accordance with mutually agreed upon formats, schedules and structures

PART V: Forms Management, Printing, and Mailing Services

4.7.1 Forms Management, Printing, and Mailing Services Overview

The forms management process includes the design and enhancement of existing ticket types, form types, and envelopes as well as the creation of new types that are needed. The forms management process also includes:

(a) providing forms management
(b) maintaining forms inventory control facilities
(c) providing forms design, development and enhancements
(d) providing forms inventory management and distribution
(e) providing forms printing and mailing services
(f) maintaining violation and transaction history

Contractor will provide the full scope Forms Management, Printing and Mailing Services as set forth in the defined Business Hours.

4.7.2.2 Forms Management Personnel

Contractor will:

(1) provide and maintain the appropriately skilled staff and operational equipment (hardware, software and maintenance) necessary to support the defined Forms Management, Printing and Mailing Services volumes and requirements;
(2) provide and/or maintain the appropriate level of USPS compliance, via Contractor's service provider, in order to achieve the optimal cost of postage;
(3) provide timely and appropriate training to the Forms Management, Printing and Mailing Services support staff;
(4) Complete training of new employees as to their specific job responsibilities, including appropriate security measures.

4.7.2.3 Forms Inventory Control Facilities

Contractor will:

(1) maintain the forms management, printing, and mailing environment to meet City's requirements
(2) store all ticket booklets, notice forms, and envelopes not yet distributed at the Contractor's service provider secure facility for release upon request.
(3) maintain physical security at the service provider facility.
(4) maintain climate control at warehouse and production facilities
(5) utilize security measures to block unauthorized access and malicious intrusion to data.
(6) maintain computer hardware and software components through Contractor maintenance agreements.
(7) utilize proprietary software developed by Contractor's service providers to manage and control the computer processing in a "lights out" environment and eliminate or reduce the need for human intervention.
(8) follow back up and recovery procedures to maintain availability of facilities and hardware, software components.

---

(9) utilize VPN connection for data transmissions to service providers that is minimally protected utilizing PGP encryption.

(10) store forms and envelope inventory used on a daily basis as well as emergency parking tickets at the Contractor location. All forms are locked and accessible only by authorized personnel. The secured facility has double badges, locked rooms, and camera monitoring. Security audits are conducted on a daily basis.

(11) report any discovery of theft or loss or unaccounted-for loss or shrinkage of any ticket booklets, forms, notice form types, envelopes or the like, to City.

City will:

(1) provide Contractor with requirements to maintain forms management, printing and mailing environment

4.7.2.4 *Forms Management, Printing, and Mailing Baseline Information*

Contractor will provide Forms Management, Printing, and Mailing services to support the volumes as detailed in Schedule C (Charges)

4.7.3 Forms Management, Printing, and Mailing Services

Contractor will:

(1) complete and maintain training documentation on forms management processes and procedures.

(2) complete training for forms management personnel

(3) manage Contractor's Subcontractors that provide forms inventory and print/stuff/mail services.

(4) maintain inventory records to meet Service Level reporting requirements.

(5) advise City Focal Point on inventory levels and as appropriate initiate stock order authorization process in line with Service Level Requirements

(6) follow communication management processes to maintain communication with and provide status updates to the City on forms management related activities and issues.

(7) follow incident management processes to resolve forms inventory related incidents, including completing root cause analysis and providing results to City.

(8) follow project management processes to design and implement additions to the forms inventory.

(9) follow Service Request process to complete modifications and updates to existing forms.

(10) provide a focal point for the ordering of ticket booklet inventory for distribution to ticket issuing agencies.

(11) maintain the contact listing of City ticket issuing agencies and Contractor service provider personnel authorized to submit forms inventory release requests.

(12) provide focal point and subject matter expertise for United State Postal Service (USPS) related issues such as postage requirements, postage increases, reduction of facilities or closings, and other regulations and/or issues that might impact City's business.

City will:

(1) provide a City Focal Point to interact with Forms Management Personnel with the appropriate approval and delegation authority to make decisions on behalf of City.

(2) work with Contractor to complete order authorization process

4.7.3.1 Forms Design, Development, and Enhancement Services

Forms Design, Development and Enhancements are activities associated with the design and development of new forms and notices and envelopes, and the enhancements of existing forms and notices and envelopes for parking and administrative notices of violations tickets for use by City departments.

Contractor will:

(1) manage the design and enhancement services for existing ticket types, notice forms and envelopes. Contractor will follow the Service Request process to provide design and enhancement services for the creation of new ticket types, notice forms and envelopes as they are needed.

(2) develop and maintain technical and quality specifications for all forms.

(3) assist, coordinate, and suggest modifications/improvements to City on changes in requirements concerning parking/compliance violations, or red-light violations or Administrative Hearings requirements. This includes such modifications and improvements necessitated by system requirements, technological advancements and/or changes in City policy or procedure, municipal, state, or federal law

(4) provide recommendations that will have a positive impact for forms design, development, and enhancement services as well as improve ticket issuer efficiency.

(5) gather and document requests for changes, modifications, and new ticket types, notice forms, or envelopes for approval to proceed by City.

(6) allow for yearly cumulative "final" proof revisions based upon a quantity of 2x the number of form products identified in Schedule J (Forms). Revisions only for current year (no carry over)

(7) provide up to four (4) Proof Changes for each designated proof revision and any proof revisions beyond four (4) would be charged at current Contractor's Subcontractors then published and/or provided hourly rate as referenced in Schedule C (Charges)

(8) provide up to one hundred (100) hours of Form Programming Changes on an annual basis to complete all revisions requested by City in the current calendar year. Changes that require more Programming Hours will be charged at Contractor's Subcontractors then current published and/or provided hourly rate as referenced in Schedule C (Charges)

(9) invoke the Service Request process for recall and destruction requests of ticket types, form types and envelopes from City.

(10) provide price and lead-time to City pricing and/or breakdown of changes within five (5) business days of request. If new applications or complete rewrites are necessary, the timeframe may need to be extended. If so, communication will be provided immediately as to the new lead-time and issues surrounding the change.

(11) submit drafts and proofs of any designs for City review and approval.

(12) upon receipt and acceptance from City of a final proof and work authorization, Contractor will begin the design/development/test process and provide an agreed upon number of samples of the print product to provide for City review and acceptance

(13) maintain version control during revisions of ticket types, notice forms, and/or envelopes.

(14) integrate modifications and changes to ticket types and notice forms with the Contractor data capture system.

(15) provide product availability between 2 – 8 weeks from final approval, depending on the type of product ordered per Schedule J (Forms):

a. As required and subject to the Service Request process, City may request expedited delivery of designated print products. Contractor will work with City to shorten timelines within established procedures to expedite delivery. .

(16)   Include but not be limited to such information as the general parking ticket support number 312-744-7275 (PARK), City's payment website, site locations, hours of operation, accepted payment types, notice dates, notice numbers, motorist hearing rights (depending on the ticket's notice level), and customized scan line for payment processing.

City will:

(1) follow the Service Request process for the following:

    a. Requests for new ticket types, form types and/or envelopes
    b. Revisions for existing ticket types, form types and/or envelopes that exceed more than two (2) revisions on an annual basis that are more than 2x the number of forms that are in Schedule J
    c. Request to recall or destroy ticket types, form types and/or envelopes

(2) review proofs and revisions and provide feedback to Contractor within five (5) business days and provide final signature agreement for work authorization.

(3) review and approve changes in requirements concerning parking/compliance violations, or Automated Camera Enforcement violations or Administrative Hearings requirements

(4) review and approve drafts and proofs submitted by Contractor

4.7.3.2 Forms Inventory Maintenance and Distribution

Forms Inventory Management and Distribution are activities associated with the control and management of the inventory and distribution of ticket types, notice types, and envelopes.

Contractor will:

(1) provide pre-print custom forms related to City's parking, ANOV and Automated Camera Enforcement program, including:
    a.   Ticket Types (booklets for Parking and Administrative Notices of Violation)
    b.   Notice Types
    c.   Envelopes

(2) oversee the production of all ticket types, notice types and envelopes.
(3) maintain and manage the related inventory and distribution activities associated, including:

    a.   Warehousing all ticket types, notice types, and envelopes not yet distributed to a City ticket-issuing agency or Contractor service provider.
    b.   Maintaining security controls ("chain of custody") that provide complete accountability and accurate accounting of ticket booklet inventory and all other form types and envelopes.
    c.   Monitor inventory and work closely with City on changes to existing inventory, such as ordinance changes or fine increases.

(4) accept requisitions for product including ticket types, notice types, and envelopes from City issuing agencies and Contractor service providers. Distribute to requestor within two (2) working days of the request. Deliver product releases to requestor via common freight carrier or parcel service, unless otherwise specified.
(5) maintain an accurate registry of the contacts at each ticket-issuing agency, including names, addresses, badge numbers (if applicable), and phone numbers.
(6) maintain inventory levels so that they do not fall below Service Level requirements;

(7) lead times associated with printed forms as defined in Schedule J (Forms) or as otherwise mutually agreed

(8) immediately report any discovery of theft or loss or unaccounted-for loss or shrinkage of any violation books, forms, notices, envelopes or the like, to the authorized representative from the City

City will:

(1) instruct ticket issuing agencies to contact Contractor Help Desk for ordering of ticket book inventory.

(2) complete training of ticket issuing agencies on City's ticket writing policies and procedures.

(3) provide contact list for each ticket-issuing agency, including any restrictions on delivery to these agency's.

4.7.3.3 Forms Printing and Mailing Services

Forms Printing and Mailing Services are activities associated with timely and accurate printing and mailing of notices.

Contractor will:

(1) manage the printing and mailing services activities associated with timely and accurate printing and mailing of notices.

(2) generate notices on a weekly basis utilizing ticket data and license plate owner information data from CANVAS on pre-printed or print on demand notice stock.

(3) print and mail accurate notices as prescribed by Illinois State Statutes and City of Chicago Municipal Code of Ordinances.

(4) "Stuff" notices into appropriate envelopes along with designated inserts, including return envelope, following the documented print-run association document.

(5) implement quality control processes and control totals so that all notices generated are printed for mailing and that proper preprinted notice types, delivery and return envelopes, and/or any additional inserts are included in the mailing.

(6) mail each notice via USPS utilizing first-class, postage prepaid postage to the registered owner of a vehicle, unless otherwise agreed.

(7) comply with USPS requirements relevant at the time and relevant for each particular type of notice, by sorting on mail pieces in a manner to reduce mailing costs to the lowest rate possible while maintaining first class postal service, including utilizing comingling pro service (basic and full service) and intelligent mail solutions.

(8) provide National Change of Address (NCOA) processing for notice files generated on a weekly basis and disabled permit renewal applications generated on a quarterly basis.

(9) open and/or maintain all necessary USPS permit/escrow accounts. Fund the permit/escrow account on a monthly basis to be accessed by the print and mail service provider. Continuously monitor the permit/escrow account so that the appropriate level is maintained to not delay weekly mailings.

(10) deliver notice pieces to an approved USPS facility on the designated mail day, depending on the notice type being mailed and following documented print-run association procedures.

(11) provide postage receipts as support for delivery of notice pieces to an approved USPS facility for mailing upon request to City.

(12) provide quarterly deceased motorist identification comparison services utilizing the Social Security Administration (SSA) database on CANVAS related data.

City will:

(1) follow the Service Request process associated with new or revised requirements for the mailing of notices related to City or State legislations and/or business, and administrative processes.
(2) work with Contractor on USPS audits

4.7.3.3.1 Printing of Notices, Mailing, and Postage

Contractor will:

(1) maintain a process mailing requirement document (e.g. mailing via first class mail);
(2) work with City to document mailing schedule
(3) maintain adequate postage balance in escrow for weekly Notice mailings;
(4) maintain stock inventory levels log per Service Level requirements;
(5) maintain issues/watch list to be reviewed as agreed between Contractor and the City;
(6) maintain current report and log of weekly notice counts and forms depletion;
(7) maintain and archive a postage statements for all Notice mailings;
(8) meet with City on an agreed to schedule to review current set of forms and changes as required;
(9) serve as point of contact for all work requests requiring print partner fulfillment;
(10)   work with City to document requirements for new work requests;
(11)   maintain a current print-run association document;
(12)   maintain a current contact list of all approved Police units and City departments to receive parking ticket books;
(13)   require print partner to advise of processes that will assist in maximizing postage discounts based on USPS guidelines;
(14)   provide data files to print partner for processing of weekly Noticing;
(15)   validate quality assurance procedures are being followed by print partners, as appropriate;
(16)   proofread proof content before providing to the City for review and approval;
(17)   work with City to document all requirements for completion of special mailings (e.g. annual LV2 Wrigley Field and Soldier Field Parking Permit mailings)
(18)   serve as point of contact between USPS and the City for any necessary approvals required by the USPS.
(19)   meet with City on an agreed to schedule to review process and procedure document, as required

City will:

(1) provide Contractor a documented mailing schedule
(2) review, and approve as appropriate, the Issues/Watch list
(3) meet with Contractor on an agreed to schedule to review current set of forms and changes as required
(4) provide approval for which Police units and City departments are to receive parking ticket books
(5) provide approval for Proof of content provided by Contractor for City review and approval

(6) provide Contractor with documented requirements for completion of special mailings (ie. Annual LV2 Wrigley Field and Soldier Field Parking Permit mailings)

(7) meet with Contractor on an agreed to schedule to review process and procedure document, as required

(8) will provide necessary approvals for EFT related transactions presented by Contractor, as required

4.7.3.3.2 Violation and Transaction History

Violation and Transaction History are activities related to tracking ticket types created and notices generated.

Contractor will:

(1) generate unique ticket numbers for ticket booklets.

(2) track ticket numbers by validating the starting number and the ending ticket number range so that duplicate tickets are not produced.

(3) track notice activity (such as printing, mailing, and return notice) in CANVAS, including the date a notice was mailed, the type of notice, and notice number.

(4) certify that notices were mailed on the date that notice pieces are delivered to an approved USPS facility.

4.7.4.2 Forms, Printing, and Mailing Services Management Service Level Requirements (SLRs)

SLRs as set forth in Schedule B (Service Levels)

4.7.4.3 Forms, Printing, and Mailing Services Management Service Level Reports

Contractor agrees to provide defined written Service Level reports per Schedule R (Reports) to designated City recipients in accordance with mutually agreed upon formats, schedules and structures

PART VI: Data Capture and Verification Services

4.8.1 Data Capture and Verification Services Overview

Contractor shall provide Data Capture and Verification services support the capturing and verification of Municipal Code Violation (MCV) data including handwritten parking and Automated Camera Enforcement tickets; in-person hearing evidence, mail-in hearing evidence Petition to Set Aside; Administrative Notice of Violation (Non-parking) tickets and evidence, and Disabled Permit application and renewals and other as described below.

Data is captured through uploading handheld device data, scanning physical documents, and/or online data entry.

(1) hand written parking tickets;
(2) Administrative Notice of Violation (ANOV) tickets;
(3) automated hand-held generated violations;
(4) automated Camera incidents;
(5) in-person hearing evidence;
(6) mail-in hearing evidence;
(7) petition to set aside documents;
(8) appearance documents;
(9) motion to vacate / appeal documents;
(10) ANOV and non-parking evidence; and
(11) Disabled Permit applications and renewals sent to City.

4.8.2.1 Scope of Data Capture and Verification Services to be Supported

Contractor will:

(1) maintain and manage all operational equipment and staff
(2) provide maintenance agreements for all equipment used in the data capture and verification services environment.
(3) perform daily tasks relating to data capture and verification processing to meet the designated SLRs

4.8.2.2 Data Capture and Verification Services to be Supported

Contractor will:

(1) verify the image quality of the scanned image (such as jpeg and tif) as compared to the source document
(2) maintain and update the customize interface allowing for the scanning of citations and related documents into an indexed database;
(3) provide a database that will include images and folders to allow City to organize information into logical units;
(4) collect associated source documents from designated locations and schedule as mutually agreed;
(5) provide Data Capture and Verification of the following types of source documents include scanned or electronically imported documents:
   a. hand written parking tickets;
   b. Administrative Notice of Violation (ANOV) tickets;
   c. automated hand-held generated violations;
   d. automated Camera incidents;

e. in-person hearing evidence;
f. mail-in hearing evidence;
g. petition to set aside documents;
h. appearance documents;
i. motion to vacate / appeal documents;
j. ANOV and non-parking evidence; and
k. Disabled Permit applications and renewals sent to City.
(6) provide single point of contact, operational support and interface for any requests and escalations related to:
a. third party applications (ie. Redflex)
b. scanning of documents;
c. ticket suspense;
d. un-scanned mail-in hearing evidence;
e. problem logs

City will:

(1) work with Contractor to define designated source document "pick-up" locations and schedule
(2) provide requirements for scanned images and verification specification;
(3) act as liaison between Contractor and designated City Vendors (ie. Redflex), as required

4.8.2.3 Data Capture and Verification Services Personnel
Contractor will:

(1) provide and maintain the appropriately skilled staff and operational equipment (hardware, software and maintenance) necessary to support the defined Data Capture and Verification Service volumes and requirements;
(2) provide timely, appropriate and "fully" trained technicians to the Data Capture and Verification Service support staff;

4.8.2.4 Data Capture and Verification Services Facilities

Contractor will provide a secure facility for the capture and scanning of required documents as defined in Schedule L (Facility)

4.8.3.2 ANOV and Non-Parking Evidence Scanner Services

Contractor will:

(1) provide ongoing support (maintenance and upgrades when appropriate) for the scanners, including both hardware and software
(2) provide for a single hardware refresh
(3) count and date all documents received by Contractor
(4) provide a daily summary of ANOV and Non-Parking Evidence that is uploaded into CMOD

4.8.4.2 Data Capture and Verification Service Level Requirements (SLRs)

SLRs as set forth in Schedule B (Service Levels)

4.8.4.3 Data Capture and Verification Service Level Reports

Contractor agrees to provide defined written Service Level reports per Schedule R

(Reports) to designated City recipients in accordance with mutually agreed upon formats, schedules and structures

PART VII: Payment Processing

4.9.1 Payment Processing Services Overview

Contractor shall receive and process all designated payments, including checks, cash, credit cards, and money orders associated to City's Parking Program.

Contractor will provide Payment Processing Services as set forth in the defined Business Hours.

4.9.2.2 Payment Processing Services Personnel

Contractor will:

    (1) provide and maintain the appropriately skilled staff and operational equipment (hardware, software and maintenance) necessary to support the defined Payment Processing Service volumes and requirements;

    (2) provide timely and appropriate training to the Payment Processing Service support staff;

4.9.2.3 Payment Processing Services Facilities

Contractor will provide a secured facility, including a secured storage area, for performing payment processing services as defined in Schedule L (Facility);

4.9.2.4 Policies, Procedures, and Standards

Contractor will develop and maintain Payment Processing operational processes and procedures and provide to City for review as appropriate

4.9.2.5 Payment Processing Baseline Information

Contractor will provide Payment Processing services to support the volumes as detailed in Schedule C (Charges)

4.9.3 Payment Processing Services

Contractor will:

    (1) receive, log, scan, process and apply all payments associated with City's Parking program including checks, cash, credit cards, and money orders received via the USPS

    (2) process and transport (as required) payments to City designated banking partners

    (3) perform payment research as required

    (4) perform payment reconciliation against payments processed

    (5) create a referral and removal file for designated City Vendors (ie. City Law Firms)

    (6) provide PCI controls

    (7) provide Payment Processing Services as follows:
        a. lock box processing;
        b. overpayment processing
        c. returned checks and charge-backs processing
        d. exception processing;
        e. partial payments processing

    (8) develop and / or maintain Payment Processing operational processes and procedures and provide to City for review as appropriate

City will:

(1) provide documented business rules for payment processing.
(2) provide debt collection referral business rules
(3) provide required processing software for City designated banking partners
(4) work with Contractor in the definition of PCI requirements and associated PCI audits
(5) act as liaison between Contractor and designated third party Contractors (ie. e-Checkout), as required
(6) perform payment reconciliation according to City revenue reporting and deposits

4.9.3.1 Lock Box Services (Mail-in Payments)

Contractor will:

(1) on a daily basis, pick up Lock Box payments from designated USPS locations to be sorted and prepped for processing
(2) process all payments on an agreed to schedule (ie. Within one Business Day of receipt) and apply payments to correct tickets in CANVAS
(3) process and transport (as required) payments to City designated banking partners
(4) create a payment file listing all ticket/notices paid by checks/money orders processed.
(5) perform a upload of the daily payment file into CANVAS
(6) research payments received without a source document and process when reconciled, as appropriate.

4.9.3.3 Re-application of Payments

Contractor will:

(1) use City provided business rules for re-applying payments
(2) provide payment and adjustment reports, as agreed, for auditing purposes

City will:

(1) Provide Contractor with business rules for re-applying payments

4.9.3.4 Return Checks and Chargeback Processing

Contractor will:

(1) process returned checks and adjust associated customer balances
(2) add associated fees to the customer ticket records
(3) research and validate all payment charge backs

City will:

(1) provide Contractor with business rules associated to returned checks and chargeback processing (ie. Fees to be applied)

4.9.3.6 Suspense Payment Processing

Contractor will:
(1) will hold payments in a suspense file until the associated violations are in CANVAS
(2) match payments against added violations on a daily basis
(3) perform suspense file processing on a daily basis to correct and research payments that are in the reject report or can not be automatically applied

4.9.3.7 Debt Collection Referrals

Contractor will:

(1) provide, on a mutually agreed to schedule, a referral and removal file associated with all outstanding parking and Red Light debt to City approved Contractors (ie. Law Firms).
(2) provide a report to the City, on an agreed to basis, showing collection information linked to referred and outstanding debt (open or referred)
(3) going forward there will be one file that will be transferred to a general City FTP location. Within the file each ticket will have an identified agency that will be responsible for their debt.

City will:

(3) work with Contractor to agree on a schedule for referral and removal file creation
(4) work with Contractor to agree on a report schedule show collection information associated with outstanding debt (open or referred)

4.9.3.9 Payment Processing Service Level Requirements (SLRs)

SLRs as set forth in Schedule B (Service Levels)

4.9.3.10 Payment Processing Service Level Reports

Contractor agrees to provide defined written Service Level reports per Schedule R (Reports) to designated City recipients in accordance with mutually agreed upon formats, schedules and structures

PART VIII: Help Desk Services

4.10.1 Help Desk Services Overview.

Contractor will provide a single point of contact (SPOC) Help Desk (including hardware, software and staff) to provide CANVAS application support services to the City's Dept. of Finance (DOF) and Dept. of Administrative Hearings. (DOAH)

These Help Desk services will include support associated with CANVAS application environment for designated CANVAS End User services, Level 1 troubleshooting, Level 2 resolution, Service Requests and incident management services.

Contractor will provide Help Desk Services as set forth in the defined Service Hours.

Contractor will provide the following Help Desk services:

(1) provide CANVAS and CMOD user ID administration;
(2) maintain the VRU or Voice Response Unit;
(3) maintain a VRU system that will provide motorists with self-help information;
(4) work with the Dept. of Finance to review VRU content;
(5) identify content for City review to improve VRU self-help / self-enablement content
(6) implement formal processes to review and discuss self-help content and applicable reporting
(7) effectively manage a CANVAS Application Help Desk;
(8) staff the Help Desk with personnel knowledgeable with the CANVAS Application as well as the Parking Program;
(9) provide the City with a Help Desk schedule and will include off-hours technical support personnel. The information will also be made available via the Services Connection Portal (ie. ISC and/or gSMRT).

Service Requests and Incident Management Services

Contractor will address the following types of Help Desk issues:

(1) requests for CANVAS Application configuration assistance;
(2) requests to retrieve a Hearing Decision Letter for an ALJ (Administrative Law Judge);
(3) requests for CANVAS data corrections;
(4) requests to provide ticket images;
(5) requests regarding CANVAS application how to;
(6) requests to report CANVAS or CMOD network access issues;
(7) requests to investigate CANVAS payment-related issues;
(8) requests for Secretary of State information that will require Department of Finance handling;
(9) requests to schedule a hearing;
(10) requests to perform research regarding taxi / rental company payments/lease agreements;
(11) requests regarding taxi / rental company or other related third party initiated calls;
(12) requests for information on violation information;
(13) requests to make updates to tickets;
(14) requests to perform CANVAS User ID administration including requests for new User IDs, ID delete requests, role change requests and password resets

Help Desk Software and Hardware

Contractor will:

---

        (1) provide the required Help Desk software and hardware to support CANVAS
            Application Help Desk functions
        (2) implement the following tool sets for the Help Desk:
              a.   Tivoli Service Request Manager (TSRM)
              b.   Contractor Global Systems Management Reporting Technology (gSMRT)
              c.   IVR/VRU/ACD via PBX and associated toolsets

4.10.2.3 Help Desk Service Locations

Contractor's Help Desk will be located in the same location and vicinity as the Contractor Call Center as defined in Schedule L (Facility)

4.10.2.4 Required Languages

Contractor's Help Desk will be staffed with English-speaking agents and will also have members of the team who speak fluent Spanish.

4.10.2.5 Policies and Procedures

Contractor will:

(1) compile, maintain and support a database of Help Desk policies, processes and procedures documents;
(2) provide a knowledge manager with responsibility to ensure that all program policy, procedures and process documents are maintained and managed in accordance documented policy.

4.10.2.6 Help Desk Baseline Information

Contractor will provide Help Desk services to support the volumes as detailed in Schedule C (Charges)

4.10.3 Help Desk Services

General Help Desk Services

Contractor will:

(1) perform initial incident determination and resolution for in-scope CANVAS Application system issues including providing support to:
      a.   answer how-to questions regarding CANVAS system
      b.   provide Level 1 problem determination and troubleshooting
      c.   provide assistance regarding application configuration questions;
      d.   provide Level 1 support for calls from "Auto Pound" staff
      e.   provide assistance to Administrative Law Judges when a hearing decision letter needs to be retrieved
      f.   provide CANVAS End User support for requests to complete data correction requests
      g.   provide copies of ticket images when requested
      h.   coordinate and complete CANVAS Level 2 support requests, such as completing requests that require computer programmer or developer involvement to resolve a reported issue
      i.   document and escalate reported issues that may or may not be having an impact to the CANVAS or imaging environment

---

j. provide CANVAS User ID maintenance and administration, including handling new user CANVAS ID requests, CANVAS password resets, CANVAS User ID role changes, CANVAS User ID revocations, and CANVAS User ID termination requests as required

k. provide ad-hoc and quarterly CANVAS User ID reporting and revalidation to the City

l. provide CANVAS support with regard to payment related requests

m. provide assistance to the DOF and DOAH for requests to schedule hearings

n. document requests that require Secretary of State Database query and submit to the DOF for handling

o. perform research regarding taxi/rental company issues

p. provide taxi/rental companies with CANVAS Level 1 support associated to third party update requests or questions arising from the monthly City's Corporate Noticing Program

q. generate and send monthly Corporate Notices to specified list of corporations or entities

r. provide support to CANVAS Application Environment customers regarding questions about information appearing on a violation

s. provide CANVAS End User support for requests to complete ticket updates

t. provide CANVAS application and/or system training and support to CANVAS End Users, including targeted or personalized training when required

(2) provide support for the following CANVAS related services and/or processes:

a. End-to-End contact management
b. Incident Management
c. Problem Management
d. Change Management
e. Service Request Management
f. Knowledge Management

(3) serve as the initial point of contact for all CANVAS related issues, incident, service, problem, and change requests

(4) record interactions, incidents, problems, changes and Service Requests into the Contractor provided tool

(5) provide subject matter experts in support of the CANVAS system

(6) perform required problem determination

(7) resolve or transfer problems requiring additional support to the appropriate workgroup

(8) monitor reported problems and escalate, if required

(9) verify that the applicable support group is working the issue

(10) confirm problem resolution with the requesting CANVAS End User / customer

(11) proactively manage incidents and Service Requests through the request lifecycle

(12) provide Level 1 support to include the following activities:

a. Update the ACD message with outage information when required
b. Document and maintain internal Help Desk processes and procedures
c. Perform quality assurance checks on the CANVAS Call Center

(13) perform trending analysis on requests and services performed by the CANVAS Help Desk

(14) make recommendations to the City in response to Root Cause Analysis (RCA) findings, as appropriate and mutually agreed upon

(15) recommend changes to support processes where applicable to aid in providing timely and efficient request resolution

City will:

(1) follow defined and mutually agreed processes for all Service Requests, incidents, problems and change requests

(2) address and resolve Service Requests, incidents, problems or change requests escalated to the City for resolution

(3) provide approval of user ID maintenance and administration, including handling new user CANVAS ID requests, CANVAS password resets, CANVAS user ID role changes, CANVAS user ID revocations, and CANVAS user ID termination requests as required

(4) provide updates to the CANVAS Help Desk on assigned Service Requests, problems and/or incidents required

(5) work with the Contractor on escalation process for Service Requests, problems and incidents

(6) work with Contractor on RCA process and associated RCA meetings, as defined and mutually agreed;

(7) review and approve IVR/VRU scripts;

(8) provide Contractor with City work schedule (ie. City holidays) for update of the IVR/VRU, as required

Help Desk Quality Management

Contractor will implement service standards and utilize risk mitigation methods

Help Desk Measurements

Contractor will

(1) measure and manage service quality performance for key tasks to validate that service delivery is appropriate including:

    a. conduct regularly scheduled Help Desk agent "10-point quality audits";

    b. verify that a close-loop ticket management process is followed;

    c. confirm that root cause analysis and reporting is completed in a timely manner;

    d. confirm that Service Level monitoring is performed;

    e. verify that customer satisfaction surveys are distributed, as scheduled

City will:

(1) work with Contractor in the review of the RCA findings, as required

(2) work with Contractor in the review of customer satisfaction surveys, as appropriate

Service Level Management

Contractor will:

(1) implement a Contractor provided reporting tool necessary to meet full reporting requirements

(2) provide the City access and instructions for use of the reporting tool

(3) generate and provide CANVAS Help Desk related reports per Schedule R (Reports)

City will:

(1) work with Contractor to define and document reporting requirements and key performance metrics

(2) meet with Contractor on a mutually agreed upon basis to review Service Level, performance and related KPI reports

(3) utilize the reporting tool to generate required reports

Quality Knowledge Management

Contractor will:

(1) implement a knowledge management system which provides search capabilities and access to common solutions, known errors, and workarounds;

(2) make available to the City Service Request resolution details via the Contractor provided knowledge management system

City will:

(1) work with CANVAS End Users to reinforce the use of Contractor provided self help or knowledge management tools

Dashboards for Real-Time Performance Views

Contractor will provide a near real-time "dashboard" access for monitoring key performance indicators

Self-Service Features

Contractor will use TSRM which will enable 24x7 access to support documentation

Flexible Survey Functionality

Contractor will utilize built-in survey management capabilities to author and distribute customer surveys

4.10.3.1.1 End User Administration

Contractor will:

(1) review the user ID administration process with City on an agreed to basis;

(2) define, update, and review with the City, who in the City can authorize additions, changes, revocations or deletion of user ID access into CANVAS

(3) provide the following user ID administrative requests:

    a. new CANVAS user ID requests

    b. change to CANVAS user ID role requests

    c. revocation of CANVAS user ID requests

    d. deletion of CANVAS user ID requests

    e. reset CANVAS password requests

City will:

(1) review the CANVAS user ID administration process with Contractor on an agreed upon basis;

(2) define, update, and review with the Contractor, who in the City can authorize additions, changes, revocations or deletion of CANVAS user ID access into CANVAS

4.10.3.1.2 Help Desk Self Help Support Requirements

Contractor will:

(1) provide CANVAS End Users with technical support services during non-Business Hours through the after hours hotline which will be answered by a "live" person

(2) provide call back response per the defined Service Level provided in Schedule B (Service Levels)

(3) implement a knowledge management system to provide search capabilities and access to common solutions, known errors, and workarounds;

(4) make available to the CANVAS End Users solution details to common or known problems via the Contractor provided knowledge management system

(5) monitor and report on the effectiveness and use of self help tools by CANVAS End Users

City will:

(1) work with CANVAS End User community to reinforce the use of Contractor provided self help or knowledge management tools

4.10.3.2.1 Help Desk Level 1 Troubleshooting

Contractor will:

(1) deploy Tivoli Service Request Manager (TSRM) for the Help Desk;
(2) provide the following Service Request management services:
    a. request fulfillment;
    b. incident management;
    c. problem management;
    d. Service Level management;
    e. knowledge management.
(3) provide "dashboards" with near real-time performance views;
(4) survey management capability;
(5) serve as the single point of contact for CANVAS problems and issues;
(6) follow documented processes for addressing problem logs initiated/submitted by the Department of Administrative Hearings Law Judges.
(7) coordinate root cause analysis on recurring incidents and Service Requests.

4.10.3.3 Help Desk Service Level 3 Requests and Incident Management

Contractor will:

(1) determine the appropriate level of support required to resolve issues including interface and communication to required City Vendors;
(2) document, track and manage all Service Requests;
(3) follow approved process flows and knowledge documents;
(4) maintain a current support routing matrix;
(5) provide relevant documentation to the City through the Contractor Services Connections Portal.

4.10.3.3.1 Help Desk Single Point of Contact

Contractor will:

(1) serve as the Single point of Contact for all application problems and issues;
(2) serve as the Single Point of Contact for Change Management.
(3) provide and use the TSRM tool to document, maintain, track and report changes to the environment.
(4) provide the following reports on a monthly basis:
    a. report of all Service Requests reported during the month;
    b. summary report detailing trending analysis for Service Requests received;
    c. status report of training opportunities identified based on Service Requests received;
    d. summary of documented solutions used to resolve Service Requests;
    e. status report on existing problems, current state of systems, and planned system outages;
    f. status report on CANVAS application training completed;

g. summary report on adds, deletes and changes of knowledge documents in the knowledge management database;
h. status report detailing maintenance, updates and/or Service Request for VRU and ACD systems;
i. status report on Service Requests by reporting method (phone, email, fax, etc.)
j. summary report for all out-of-scope incidents and Service Requests created

4.10.3.3.2 Help Desk Operations and Administration

Contractor will:

(1) monitor and manage all requests received to ensure Service Levels meet customer expectations.
(2) be responsible for:
    a. creating and populating the initial request into the Service Request Management System;
    b. documenting all resolutions;
    c. ensuring the Service Request is completed accurately and updated appropriately;
    d. providing customer with status of Service Requests, as appropriate;
    e. following-up with applicable workgroup, as needed;
    f. monitoring and managing Service Level Requirements and Objectives;
    g. confirming resolution of all requests, via email confirmation;
    h. ensuring resolution meets customer expectations through: Phone/e-mail, or other appropriate methods
(3) identify, review, and refine key policies, applicable to the Help Desk.
(4) use existing operational processes where possible;
(5) review existing and develop Help Desk processes and procedures for:
    a. process management
    b. call (Contact) management
    c. incident and Service Request management
    d. skills management
    e. workload management
    f. Total quality management
    g. communications management
    h. Service Level management
(6) work with the City to develop all necessary process flows;
(7) identify and implement effective training programs on CANVAS application training;
(8) provide training to Contractor Help Desk agents on
    a. communication skills
    b. troubleshooting and problem determination
    c. CANVAS application training;
(9) utilize the Help Desk toolset including a Tivoli Service Request Management (TSRM) system, Knowledge Management System, Report Management System (gSMRT), and other appropriate tools to ensure the Help Desk is able to meet approved Service Levels
(10) post notices or status announcements for planned and unplanned events, as required
(11) provide CANVAS End Users and City management online/portal access to Service Requests and incident reports;
(12) maintain and adhere to procedures for conducting CANVAS End User satisfaction surveys in accordance with Service Level Requirements;
(13) maintain a continuous improvement program for the Help Desk;

    (14)   coordinate and make available CANVAS documentation;

    (15)   initiate root cause analysis for applicable incidents.

4.10.3.3.3 Help Desk Reporting

Contractor will:

    (1) collect data from Tivoli Service Request Manager, VRU and ACD for reporting of the Service Level attainment.

    (2) provide reporting in electronic format and on an agreed upon report distribution schedule;

    (3) provide the City with the following reports:

        a. report on Help Desk statistics and Service Level metrics;

        b. report on Service Request volumes and trends by types of CANVAS End Users;

        c. report on trends for Service Requests

    (4) periodically audit Call Center and Help Desk operations;

    (5) recommend Call Center and Help Desk management reporting based upon changes in performance, functionality, and services, as appropriate

Contractor will use the new Service Request Management tool to provide reporting monthly including reporting on:

    (1) total numbers of Service Requests created;

    (2) total number of Service Requests Completed and Closed;

    (3) total number of Service Requests Open/Closed and by Priority;

    (4) mean elapsed time for completion of Service Requests;

    (5) reporting by impact code, priority level and SLR compliance;

    (6) percentage of Service Requests closed by the Help Desk without reference to other levels of support;

    (7) the Service Request tool will provide the following:

4.10.4 Help Desk Service Management

Contractor will:

    (1) provide subject matter expertise, process, procedures and technical infrastructure required to meet or exceed Service Level Requirements

    (2) utilize a metrics management approach to analyzing service delivery performance results

    (3) implement a continuous improvement processes to meet commitments

4.10.4.2 Help Desk Service-Level Requirements (SLRs)

SLRs as set forth in Schedule B (Service Levels)

4.10.4.3 Help Desk Reports

Contractor agrees to provide defined reports as per Schedule R (Reports)

Schedules

Table of Contents

Schedule B
Service Levels

1. INTRODUCTION

This Schedule B describes City's and Contractor's responsibilities related to the Service Levels for the defined Services. Exhibit B-1 (Service Level Measurements) to this Schedule reflects those specific Service Level measurements that Contractor will provide to City. Prior to the effective date of the applicable Service Level(s) as defined in Exhibit B-1 (Service Level Measurements) to this Schedule, Contractor will be responsible for meeting or exceeding the Service Level Measurements as defined in Exhibit B-2 (Existing Service Levels Requirements). Commencing on the applicable effective date for the Service Level(s) as defined in Exhibit B-1, Contractor will meet or exceed the Service Level Requirements.

2. SERVICE LEVELS FOR A NEW SERVICE OR ADDITIONAL SERVICES

With respect to a New Service or additional services, Contractor and City will mutually agree upon and establish Service Levels as follows:

Contractor and City will mutually agree upon and establish Service Levels as follows:

a. during a mutually agreed upon trial measurement period, Contractor will use their standard measurement tools to monitor and report on the performance levels for the Services to serve as input for establishing the Service Levels;

b. the Service Levels will be established, by agreement of the parties taking into account the City's requested Service Levels and considering the levels achieved and / or measured by Contractor during the agreed upon trial measurement period;;

c. upon completion of the agreed upon trial measurement period, the Parties will update Exhibit B-1 (Service Level Measurements) to reflect the mutually agreed Service Levels and Service Level measurement criteria and effective date for such Service Level. City will define the weighting factor allocation based upon business impact.

3. AT RISK AMOUNT

The "At Risk Amount" means, for any month, ten percent (10%) of one-twelfth of the Annual Service Charge as provided in Schedule C (Charges) for all applicable Services

4. SERVICE LEVEL REVIEW

On each 12 month anniversary of the completion of the Transition Period, City and Contractor will review the Service Levels set forth in Exhibit B-1 (Service Level Measurements), and mutually agree whether to:

a. add to, delete or change the Services to be measured and the corresponding Service Levels to reflect changes in City' business operations;

b. improve the existing Service Levels, where warranted, to reflect operational or technical improvements in Contractor's delivery of the Services;

c. change weighting factor allocations; and

d. revise which Service Levels are to be Service Level Requirements or Service Level Objectives (i.e., promote any Service Level Objectives to Service Level Requirements or demote any Service Level Requirements to Service Level Objectives).

e. Upon completion of the annual review, the Parties will update Exhibit B-1 (Service Level Measurements) to reflect the agreement reached in subsection a. above and will amend this Schedule.

5. SERVICE LEVEL FAILURES

A Service Level Failure will be deemed to occur whenever Contractor's level of performance for a particular Service Level fails to meet the specified Service Level Requirement for that Service Level in a given month (a **Service Level Failure**).

6. SERVICE LEVEL CREDITS (SLC)

6.1 Introduction

Should a Service Level Failure occur, City will be entitled to receive a SLC. Because the precise amount of such damages, if any, would be difficult, in most cases, to ascertain, City agrees that in the event of such failure, City will receive a SLC against the charges owing to Contractor under this Agreement. City and Contractor agree that such Service Level Credits are liquidated damages and that such credits will not constitute City' sole and exclusive remedy with respect to the failure for which the Service Level Credits are payable, provided however that any Service Level Credits actually paid or credited by Contractor shall reduce any damage award obtained by City relating to the same Service Level failure.

6.2 Service Level Credit Calculation

a. In the event of a Service Level Failure for a Service Level Requirement, Contractor will provide, subject to Section 8 (Earnback Credits) and any other applicable terms and conditions of this Agreement, Service Level Credits to City. Contractor will measure and report on a monthly basis against the specified performance for the Service Level Objectives. However, Contractor's failure to meet the specified level of performance for a Service Level Objective will not result in Service Level Credits.

b. For a Service Level Failure in any Service Level category, the SLC will be determined as follows:

City will have previously assigned a weighting factor, as specified in Section 2 (Service Levels for a New Service or Additional Services), or Section 4 (Service Level Review) above as appropriate, subject to any other applicable terms and conditions of this Agreement, to the Service Level Requirements. No single Service Level Requirement may have a weighting factor exceeding three-tenths (30%) and the total of the weighting factors for all Service Level Requirement categories cannot exceed 250%. Service Level Requirements which have a zero weighting assigned shall be ineligible for SLCs.

Exhibit B-1 (Service Level Measurements) sets forth the information required to calculate the SLCs that City will receive in the event of a Service Level Failure with respect to a Service Level Requirement. For each Service Level Failure of a Service Level Requirement, Contractor will credit City a Service Level Credit that will be computed by multiplying the weighting factor for that category and the At Risk Amount.

For example, if Contractor has failed to meet the Service Level Requirement for a category with a weighting factor of 0.10, and an At Risk Amount for that month of $10,000 (i.e., 10 percent (0.10) of the Actual Monthly Charge), the SLC is calculated as follows:

At Risk Amount = Annual Service Charge / 12 * 10%

At Risk Amount =$12,000,000 / 12 *10% = $100,000

SLC = weighting factor x At Risk Amount
SLC = 0.10 x $100,000 = $10,000

The SLC for that month for that specific category would be $10,000.

6.3 Repeated Service Level Failures

If there are Service Level Failures as to a single Service Level in two or more consecutive months, the following escalation of its Weighting Factor will apply:

First occurrence: 1 x the Weighting Factor

Second occurrence: 2 x the Weighting Factor

Third occurrence: 3 x the Weighting Factor

Subsequent occurrences: 3 x the Weighting Factor

7. SERVICE LEVEL LIMITATIONS

a. Failure to meet a Service Level in multiple Service Level categories as identified in section 7 (b) arising out of or related to a single event or a related series of events will be treated as a failure in only one of the Service Level categories affected by the event(s) for the purpose of calculating the Service Level Credit payable by Contractor hereunder. The City will determine which Service Level category and resulting SLC will apply. For example, if a system, for which there is both an application availability and response time Service Level Requirement, is unavailable which results in a failure for both SLRs, the City will elect to receive the SLC associated either the Application Availability or Response Time Service Level, but not both. In no event will (i) Contractor be liable for Service Level Credits in any one month that are in excess of the At Risk Amount due Contractor for that month, and (ii) any Service Level Credits above the At Risk Amount carry forward to subsequent periods or back to previous periods.

b. The Service Level categories governed by the Service Level Limitation are:

     i. CANVAS / Image On-line End User Service Availability

     ii. CANVAS / Image On-line End User Response Time of CANVAS Application

     iii. CANVAS / Image On-line End User Response Time of Image Application

     iv. Ticket Payment / Search On-line and CANVAS End User Web Availability

     v. Ticket Payment / Search System Response Time

c. The total amount of Service Level Credits that Contractor incurred with respect to Service Level Failures of Service Level Requirements occurring each month, will be reflected in the Service Level report delivered the month immediately after the month in which the Service Level Failures giving rise to such Service Level Credits occurred. Service Level Credits will be payable by Contractor to City on a monthly basis as described in Section 10 (Reconciliation) below.

8. EARNBACK CREDITS

a. Earnback Report

Within 10 days following the end of each contract year, Contractor will provide a report to City that will include, with respect to each Service Level Requirement for which there was a Service Level Failure during the preceding contract year, the following:

(1) statistics on Contractor's average monthly performance for each such Service Level Requirement during the preceding contract year; and

(2) the total amount of Service Level Credits imposed for Service Level Failures during the preceding contract year.

b. Determination

Contractor may be entitled to receive a credit (an **Earnback Credit**) equal to 50% of any Service Level Credit corresponding to a particular business-critical SLR, if, in three (3) consecutive months

following the last failure to comply with said SLR, no failure occurs for that particular business-critical SLR.

9. GENERAL

9.1 Reporting

By the tenth Business Day of the second calendar month following the establishment of the Service Levels pursuant to Section 2 (Service Levels for a New Service or Additional Services), or Section 4 (Service Level Review) above, as appropriate, and monthly thereafter (by the tenth Business day of the month), Contractor will submit to City a standard report assessing Contractor's performance during the previous calendar month against the Service Levels.

9.2 Root Causes

Contractor will identify root causes related to Service Level Failures and correct causes of problems for which Contractor is responsible under this Agreement. City will correct causes of problems and attempt to minimize the recurrence of such problems or that prevents or could reasonably be expected to prevent Contractor from meeting the Service Levels. Contractor will provide City with a report of the root cause analysis within ten Business Days following the resolution of the problem.

9.3 Excused Service Levels

Contractor will be relieved of responsibility for meeting any Service Levels and for any associated Service Level Credits to the extent caused or affected by:

a. the actions or inaction of City or City Vendors;

b. City prioritization of available resources required by Contractor provided that Contractor informs City that such prioritization will affect the Service Level;

c. changes made to the environment by City that were not communicated in accordance with the Change Management process;

d. during a declared disaster emergency; or

e. circumstances that constitute a Force Majeure Event.

10. RECONCILIATION

a. On a monthly basis for each month of the Term following the establishment of the Service Levels for the applicable categories, the amount of Service Level Credits, if any, to which the City is entitled will be subtracted from the Actual Monthly Charge owed by the City. The Service Level Credit amounts will be reflected in Contractor's invoice in the second month following the month for which any such amounts are calculated. In the case where there will be no further invoices, Contractor will pay to City the amount of any unrelieved Service Level Credits in accordance with the Agreement.

Exhibit B-1
Service Level Requirements

[Note: Contractor has indicated that some of the SLRs will apply after the Infrastructure Technology Refresh per Schedule M (Machines) or measurement period as defined in SLR, below.]

1. **CANVAS / Image On-line End User Service Availability**

CANVAS / Image On-Line End User Service Availability					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
CANVAS / Image Online and CANVAS End User Service Availability	24x7	99.5%	25%	Upon completion of Initial Technology Refresh	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: {[(Actual Uptime for the CANVAS Application Environment + Excusable Downtime) / Total Scheduled Hours] x 100%}

Actual Uptime – means, of the Scheduled Hours, the aggregate number of hours in any month during which the CANVAS Application Services as defined in Schedule G (CANVAS Components) is actually available for use by CANVAS End Users.

Excusable Downtime – means the aggregate number of hours in any month during which the defined CANVAS Application Services are down during Scheduled Hours due to: 1) any of the items listed in Section 9.3 entitled "Excused Service Levels" of this Schedule B (Service Levels); 2) a Scheduled Outage; or 3) any other situation that is not attributable to Contractor's failure to exercise due care in performing its responsibilities.

Scheduled Hours – means the days of the week and the hours per day for which Contractor has committed in this Exhibit B-1 of Schedule B (Service Levels) to an Availability Service Level for a Production Supported Server and during which periods such Availability Service Level will apply.

2. **CANVAS / Image On-line End User Response Time of CANVAS Application**

CANVAS / Image ON-LINE END USER RESPONSE TIME of CANVAS APPLICATION					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**

CANVAS / Image ON-LINE END USER RESPONSE TIME of CANVAS APPLICATION					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Response Time of CANVAS Application	24x7	CANVAS response time not to exceed an average of 3 seconds	15%	Upon completion of Initial Technology Refresh	Monthly

SLR Attainment Calculation/Definition:

Response Time:
For CANVAS, the TOTAL AVERAGE ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the average of all system response times for mutually agreed to transactions and frequency of those transactions and/or queries as measured within the application environment.

MONTHLY AVERAGE RESPONSE TIME PER APPLICATION is defined as the TOTAL ON-LINE, CANVAS END USER RESPONSE TIME per application divided by the number of transactions and/or queries per application.

Normal Business Hours – means the days of the week and the hours per day for which Contractor has committed in this Exhibit B-1 of Schedule B (Service Levels) to an Application Response Time.

[Note: Contractor cannot guarantee response time beyond Contractor's infrastructure and control]

3. **CANVAS / Image On-line End User Response Time of Image Application**

CANVAS / Image ON-LINE END USER RESPONSE TIME of IMAGE APPLICATION					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Response Time of Image Application	24x7	Image Retrieval response time not to exceed an average of 6 seconds	15%	Upon completion of Initial Technology Refresh	Monthly

CANVAS / Image ON-LINE END USER RESPONSE TIME of IMAGE APPLICATION					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**

SLR Attainment Calculation/Definition:

Response Time:
Image Retrieval System, the TOTAL ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the average of the following transactions:

- Two (2) ticket images per day each month that have been on the Image Retrieval System for less than thirty (30) days;
- Two (2) ticket images per day each month that have been on the Image Retrieval System for more than thirty (30) days;
- Two (2) correspondence images per day each month that have been on the Image Retrieval System for less than thirty (30) days; and,
- Two (2) correspondence images per day each month that have been on the Image Retrieval System for more than thirty (30) days

MONTHLY AVERAGE RESPONSE TIME PER APPLICATION is defined as the TOTAL ON-LINE, CANVAS END USER RESPONSE TIME per application divided by the number of transactions and/or queries per application.

Normal Business Hours – means the days of the week and the hours per day for which Contractor has committed in this Exhibit B-1 of Schedule B (Service Levels) to an Application Response Time.

[Note: Contractor cannot guarantee response time beyond Contractor's infrastructure and control]

4.   **Ticket Payment / Search On-line and CANVAS End User Web Availability**

TICKET SEARCH / TICKET PAYMENT ON-LINE AND CANVAS END USER WEB AVAILABILITY					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Web Services Availability	24x7	99.5%	25%	Upon completion of Initial Technology Refresh	Monthly

TICKET SEARCH / TICKET PAYMENT ON-LINE AND CANVAS END USER WEB AVAILABILITY					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**

SLR Attainment Calculation/Definition:

CALCULATION: {[(Actual Uptime for the Ticket Payment/Search Application Environment + Excusable Downtime) / Total Scheduled Hours] x 100%}

Actual Uptime – means, of the Scheduled Hours, the aggregate number of hours in any month during which the Ticket Payment/Search Application Services as defined in Schedule G (CANVAS Components) is actually available for use by CANVAS End Users.

Excusable Downtime – means the aggregate number of hours in any month during which the defined Ticket Payment/Search Application Services are down during Scheduled Hours due to: 1) any of the items listed in 9.3 entitled "Excused Service Levels" of this Schedule B (Service Levels); 2) a Scheduled Outage; or 3) any other situation that is not attributable to Contractor's failure to exercise due care in performing its responsibilities.

Scheduled Hours – means the days of the week and the hours per day for which Contractor has committed in this Exhibit B-1 of Schedule B (Service Levels) to an Availability Service Level for a Production Supported Server and during which periods such Availability Service Level will apply.

5. **Ticket Payment / Search System Response Time**

TICKET PAYMENT / SEARCH SYSTEM RESPONSE TIME					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Ticket Payment / Search System Response Time	24x7	response time not to exceed an average of TBD seconds	10%	Subsequent to a 6 month measurement period following the Initial Technology Refresh	Monthly

TICKET PAYMENT / SEARCH SYSTEM RESPONSE TIME					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**

SLR Attainment Calculation/Definition:

Web Application On-line Response Time is subject to a 6 month measurement period on mutually agreed to measurement criteria, transaction type and frequency, as measured from the application environment to the City firewall.

Normal Business Hours – means the days of the week and the hours per day for which Contractor has committed in this Exhibit B-1 of Schedule B (Service Levels) to an Application Response Time.

[**Note:** Contractor cannot guarantee response time beyond Contractor's infrastructure and control]

6. Provision of Files

PROVISION OF FILES – Files Produced and Transferred					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Files Produce and Transferred	24x7	99% All files produced and transferred during the Month per mutually defined schedule	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

Contractor will produce and/or transferred required Files on agreed to Schedule (e.g. daily, weekly, etc.) as appropriate and as defined in Schedule F (Files)

FILES means any output of data by Contractor as required by the terms of the Agreement.

OUTPUT FILES means any data files provided by Contractor as required by the terms of the Agreement.

Except as otherwise set forth in Schedule F (Files), ON SCHEDULE means: (1) by the end of business if daily reporting; (2) by the end of business on Friday if weekly reporting; or (3) by the end of business on the last business day of the month if monthly reporting.

7. Report Distribution

Report Distribution - Reports Produced and Delivered

CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Application Report Distribution - Reports Produced and Delivered	24x7	99% All reports produced and delivered during the Month per mutually defined schedule	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:
Contractor will provide required Reports on agreed to Schedule (e.g. daily, weekly, etc.) to appropriate parties as defined in Schedule R (Reports)

REPORTS means any output of data by Contractor as required by the terms of the Agreement.

OUTPUT FILES means any data files provided by Contractor as required by the terms of the Agreement.

Except as otherwise set forth in Schedule R (Reports), ON SCHEDULE means: (1) by the end of business if daily reporting; (2) by the end of business on Friday if weekly reporting; or (3) by the end of business on the last business day of the month if monthly reporting.

8. VRU Service Availability

VRU Service Availability					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
VRU Service Availability	24x7	99.8%	25%	Upon completion of Initial Technology Refresh	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: {[(Actual Uptime for the VRU Environment + Excusable Downtime) / Total Scheduled Hours] x 100}

Actual Uptime – means, of the Scheduled Hours, the aggregate number of hours in any month during which the VRU is actually available for callers to perform functions

Excusable Downtime – means the aggregate number of hours in any month during which the VRU is down during Scheduled Hours due to: 1) any of the items listed in Section 9.3 entitled "Excused Service Levels" of this Schedule B (Service Levels); 2) a Scheduled Outage; or 3) any other situation that is not attributable to Contractor's failure to exercise due care in performing its responsibilities.

9. Call Center Response Time

CALL CENTER RESPONSE TIME

CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Call Center Responsive Average ACD Hold Time	Call Center Business Hours *7:00 am – 7:00 pm (Monday – Friday)*	1 - 23,800 calls: *(1.4 min)* 23,801 - 27,500 calls: *(1.71 min)* 27,501 - 30,500 calls: *(1.87 min)* 30,501 - 33,500 calls: *177s (2.95 min)* > 33,501 calls: SLR *does not apply*	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: AVERAGE HOLD TIME is calculated by taking the TOTAL HOLD TIME divided by the TOTAL CALLS Answered

The Average Hold Time in the customer service queue at or below the defined minutes, based upon the call volume during a given month

TOTAL CALLS ANSWERED means the total number of customer calls answered by Customer Service Representative (CSR) after entering the CSR ACD wait queue for each workday throughout the month.

TOTAL HOLD TIME is defined as the total time on hold for all calls during the month which are routed into the CSR ACD wait queue.

10. **Call Center Call Abandonment Rate**

CALL CENTER CALL ABANDONMENT RATE					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Call Center Call abandonment rate	24x7	≤5% based on ACD calls	5%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: Total Calls Abandoned divided by Total Calls

% of Total Calls Abandoned while waiting in CSR ACD wait queue for each workday throughout the month

TOTAL CALLS means the total number of customer calls entering the Customer Service Representative (CSR) ACD wait queue for each workday throughout a month.

11. Forms Inventory Control

		Forms Management, Printing, and Management			
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Forms Inventory Control	Service Hours	Contractor will maintain preprinted stock levels at between one month's and three month's usage.	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

Stock balance is above the monthly average and below 3 times the monthly average usage

MONTHLY AVERAGE means the total number of forms used over the last six full months divided by six

STOCK BALANCE means as the number of pre-printed stock forms available for immediate delivery to the appropriate CANVAS End User or Contractor.

12. Forms and Notices Mailed Within Required Time Frame

		Forms Management, Printing, and Management			
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Forms and notices mailed within required time frame	Service Hours	As per mail date for each defined form type	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

Forms and Notices mailed with the agreed timeframe as per mail date requirements for each form type in defined in Schedule O (Mail Date)

Note: Subject to mutually agreed-upon volumes for forms and notices mailed.

13. Upload of, and CANVAS End User Access to, Violation Data

Data Capture Services

CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Upload of, and CANVAS End User access to, violation data	Business Hours	See calculation below	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION:

Upload and CANVAS End User access to all correspondence on Image System - Backlog has exceeded 2 times the average daily balance for 2 consecutive days or 4 nonconsecutive days.

Upload of, and CANVAS End User access to, violation data (ie - Parking/Red Light/ANOV tickets) - Backlog has exceeded 4 times the average daily balance for 2 consecutive or 4 nonconsecutive days.

BACKLOG means the total number of violations, documents, and correspondences remaining to be scanned, verified, uploaded to CANVAS, and accessible to CANVAS End Users at the end of the day.

AVERAGE DAILY BALANCE is defined as the TOTAL TICKETS divided by the number of Business Days in the relevant month.

14. Scanning, Data Capture, and Noticing

Data Capture Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Scanning, data capture, and noticing	Business Hours	95% of hearings are scheduled to be heard within 60 days of receiving hearing request	25%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

TO SCHEDULE a hearing means to place a ticket in the Ticket Queue Hearing Request (current queue being used), in either the "in-person" or "mail court contest" queue with a hearing date no greater than 60 days from the date of receipt of the hearing request and upon Contractors receipt of DMV registered owner information

Each time the scheduling program is run, a report must be printed and provided to the Department of Administrative Hearings that includes the ticket number, the date the hearing is SCHEDULED, the agency in which it is scheduled, and the date the request for a hearing was received by Contractor.

15. Suspense File Processing

CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
		Data Capture Services			
Suspense File Processing	Business Hours	Contractor will correct tickets in the ticket suspense file within one business day.	10%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: Total Tickets in Ticket Suspense File at the end of the month not to exceed the Average Daily Balance or the received date of any ticket in Ticket Suspense File is not greater than 30 days old

TOTAL TICKETS in suspense includes all citations in the suspense files for a given month.

AVERAGE DAILY BALANCE means the total number of violations in all suspense files in a month divided by the number of business days in that month.

TICKET SUSPENSE FILE means the files where tickets not meeting the criteria for upload to the CANVAS Ticket Master reside, including the CANVAS suspense file and the Eyes and Hands Image System Supervisor's Queue.

16. Lock box - Number of lock box payments processed

CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
		Payment Processing Services			
Lock Box – Number of lock box payments processed	Business Hours	Contractor will Process Payments Received within one Business Day of Contractor's receipt.	15%	Effective Date	Monthly

Payment Processing Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY

SLR Attainment Calculation/Definition:

CALCULATION: When the number of payments PROCESSED on a given business day is not less than the number of PAYMENTS RECEIVED on the prior business day

PAYMENTS RECEIVED means those payments received at the lock box processing facility on a given Business Day excluding Saturday

TO PROCESS means to deposit a payment to a City account and to apply payments in CANVAS.

17. Help Desk Availability – Technical Support

Help Desk Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Technical support	Mon - Sat, 24x6	Call back within 2 hours 99.95%	5%	Effective Date	Monthly

SLR Attainment Calculation/Definition:
CALCULATION: Call back to requestor provided within 2 hours from initial call.

Help Desk Availability Technical Support means availability of technical support staff during Scheduled Hours.

After Hours Response means initial response to be provided by a "Live" person upon call out by the City to a designated support phone number and a call back to the requestor will be provided within 2 hours.

18. Help Desk: First Contact Resolution

Help Desk Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
First Contact Resolution	Business Hours	90% <5% call-backs	5%	Effective Date	Monthly

Help Desk Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY

SLR Attainment Calculation/Definition:

CALCULATION: FCR Eligible Interactions resolved on First Contact to the Help Desk divided by total FCR Eligible Interactions

FIRST CONTACT means initial contact by the CANVAS End User to the Help Desk

FCR Eligible Interactions means interactions as defined in Schedule Q (FCR)

RESOLUTION means closure of the FCR Eligible Interaction while the CANVAS End User is on the phone with the Help Desk Agent

CALL-BACK means return call by CANVAS End User within 1 Business Day from closure of FCR Eligible Interaction for the same Ticket

19. CANVAS Disable / Terminate CANVAS End User

Help Desk Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Disable and/or Terminate CANVAS End User ID	Business Hours	within 1 Business Hour of authorized request	5%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: Disable and/or Termination request of a CANVAS End User ID will be completed within one (1) Business Hour of receipt

CANVAS End User ID means the identified and requested CANVAS End User id to be disabled and/or terminated during that Business Day.

TERMINATE or DISABLE means to remove user access to the CANVAS Application environment.

20. Help Desk –Time-to-Answer

Help Desk Services					
CATEGORY	SCHEDULED HOURS	SERVICE LEVEL	WEIGHTING FACTOR	DATE EFFECTIVE	MEASUREMENT FREQUENCY

Help Desk Services					
CATEGORY	**SCHEDULED HOURS**	**SERVICE LEVEL**	**WEIGHTING FACTOR**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Time to Answer	Mon – Friday 6am – 8pm	Average time-to-answer <=30s	5%	Effective Date	Monthly

SLR Attainment Calculation/Definition:

CALCULATION: AVERAGE TIME-TO-ANSWER is TOTAL HOLD TIME divided by the TOTAL CALLS.

TOTAL CALLS means the total number of calls entering the Help Desk wait queue for each workday throughout a month.

TOTAL HOLD TIME is defined as the total time on hold for all calls during the month that enter into the Help Desk wait queue.

Service Level Objectives

Application Support Services -- CANVAS Online			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Service Request Projects	98% Delivery reply < 5 days	Effective Date	Monthly
Service Request Projects Completion	98% Completion date < 5 days	Effective Date	Monthly
Incident Handling	Response time within 10 min during Business Hours (defined Incidents)	Effective Date	Monthly

Application Support Services – Ticket Search/Payment Online			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Service Request Projects	98% Delivery reply < 5 days	Effective Date	Monthly
Service Request Projects Completion	98% Completion date < 5 days	Effective Date	Monthly
Incident Handling	Response time within 10 min during Business Hours (defined Incidents)	Effective Date	Monthly

Application Modifications			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Project Estimation Methods and Tools used for Cost and Schedule	100% of projects	Effective Date	Monthly
Project Estimation (Actual Cost vs. Estimated Cost)	Actual - Not more than +/- 10% of estimate	Effective Date	Monthly

Application Modifications

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Milestone Completion - Milestones on the Critical Path	Completion of milestones by scheduled completion date	Effective Date	Monthly
Milestone Completion - All Milestones NOT on Critical Path	95% Completion of milestones by scheduled completion date	Effective Date	Monthly

Application Support Services – Web Online

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Service Request Projects	95% Delivery reply within < 3 days	Effective Date	Monthly

Application Support Services – Batch Processing

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Scheduled Production Batch	Complete core jobs per CANVAS approved schedule – 99.5% for all jobs	Effective Date	Monthly
Demand Production Batch	30 minutes to initiation	Effective Date	Monthly
Demand Test Batch	30 minutes to initiation	Effective Date	Monthly

Systems Administration

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Deploy service/security patches and anti-virus updates necessary to fix/repair environment vulnerabilities	Same Business Day as signoff, subject to agreed-upon change management procedures	Effective Date	Monthly

VRU Response Time			
CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Response time of the (VRU) application	2 seconds	Upon completion of Initial Technology Refresh	Monthly

Forms Management, Printing and Mailing			
CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Notices and violations distributed to ticketing agency	< 2 days from distribution date	Effective Date	Monthly

Help Desk – CANVAS End User Support			
CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
CANVAS End User support	99.95% availability during Mon - Fri, 6am - 8pm Sat, 8am - 4pm	Effective Date	Monthly

Help Desk			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Incident Closure Notice (via email and/or phone)	98% within <20 minutes following Incident Resolution	Effective Date	Monthly

Help Desk Incident Resolution			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Root Cause Analysis	Provide Monthly review of recurring Level 1 and 2 Incident areas and Resolutions	Effective Date	Monthly

Help Desk			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
New End User Account (up to 5 per request)	Completed within 1 Business Day of authorized request	Effective Date	Monthly
New End User Account (6-20 per request)	Completed within 2 Business Day of authorized request	Effective Date	Monthly
New End User Account (20+ per request)	case-by-case	Effective Date	Monthly

Help Desk response time			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**

Help Desk response time			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
E-mail response rate	Online response within 1 hour 98% of the time	Effective Date	Monthly
Voice mail response rate	Voice mail response time within 30 min 98% of the time	Effective Date	Monthly

Help Desk Incident Resolution			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
E-mail response rate	Online response time within 1 hour	Effective Date	Monthly
Voice mail response rate	Voice mail response time within 30 minutes	Effective Date	Monthly

Help Desk Customer Satisfaction			
CATEGORY	**SERVICE LEVEL**	**DATE EFFECTIVE**	**MEASUREMENT FREQUENCY**
Periodic sample	10% of closed customers surveyed within 40 hours of closing ticket	Effective Date	Monthly
Periodic sample satisfaction	Customers surveyed should be very satisfied or satisfied (e.g. - 4.0 or 3.0 on a 5-point scale)	Effective Date	Monthly

Help Desk Customer Satisfaction

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Scheduled survey	Customers surveyed should be very satisfied or satisfied (e.g. - 4.0 or 3.0 on a 5-point scale)	Effective Date	Monthly

Call Center Services

CATEGORY	SERVICE LEVEL	DATE EFFECTIVE	MEASUREMENT FREQUENCY
Periodic sample satisfaction	Customers surveyed should be at least satisfied	Effective Date	Monthly

Exhibit B-2
Existing Service Level Requirements

These Service Level Requirements are associated with the City of Chicago
PO#T28236 And will only be applicable for those Service Level Requirements defined below and will expire upon the Initial Technology Refresh

SERVICE LEVEL	PERFORMANCE MEASUREMENT	SERVICE LEVEL DEFAULT
A. CRITICAL SERVICE LEVELS		
4. IMAGE SYSTEM ON-LINE, CANVAS END USER AVAILABILITY The Image System will have on-line, CANVAS End User availability during 98% of the normal operating hours. Normal operating hours are 6:00 a.m. – 8:00 p.m., Monday through Friday, and 6:00 a.m. – 4:00 p.m. on Saturdays.	The Monthly Total Available On-Line, CANVAS End User Operating Hours means the total number of hours in a month that the Image System is available during normal operating hours. The percentage of available hours will equal THE MONTH TOTAL AVAILABLE ON-LINE, CANVAS END USER OPERATING HOURS divided by the total number of normal operating hours in a month.	The percentage of Image System on-line availability in a month has fallen below 98% for one or more CANVAS End Users of the Image System.
5. TICKET PAYMENT WEB SERVER AVAILABILITY The web server will have on-line, CANVAS End User availability during 98% of the normal operating hours. Normal operating hours are 24 hours a day, 7 days a week, except for 2 hours of maintenance window early Sunday morning. The exact timing of this maintenance window will be mutually decided by Contractor and the City. Comments: This Service Level will not apply if Contractor needs a maintenance window of more than 2 hours for planned hardware or system software upgrades.	The MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS means the total number of hours in a month that the web server is actually available during normal operating hours. The percentage of available hours will equal the MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS divided by the total number of normal operating hours in a month.	The percentage of web server on-line, CANVAS End User availability in a given month has fallen below 98%.

SERVICE LEVEL	PERFORMANCE MEASUREMENT	SERVICE LEVEL DEFAULT
Contractor will inform the City in advance of such hardware or system software upgrades.		
6. TICKET SEARCH WEB SERVER AVAILABILITY The web server will have on-line, CANVAS End User availability during 98% of the normal operating hours. Normal operating hours are 24 hours a day, 7 days a week, except for 2 hours of maintenance window early Sunday morning. The exact timing of this maintenance window will be mutually decided by Contractor and the City. Comments: This Service Level will not apply if Contractor needs a maintenance window of more than 2 hours for planned hardware or system software upgrades. Contractor will inform the City in advance of such hardware or system software upgrades.	The MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS means the total number of hours in a month that the web server is actually available during normal operating hours. The percentage of available hours will equal the MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS divided by the total number of normal operating hours in a month.	The percentage of web server on-line, CANVAS End User availability in a given month has fallen below 98%.
B. MEASURED SERVICE LEVELS		
5. VRU SYSTEM AVAILABILITY The VRU will have one-line availability during 98% of normal operating hours. Normal operating hours are 6:00 a.m. – 8:00 p.m., Monday through Friday, and 6:00 a.m. – 4:00 p.m. on Saturdays.	The MONTHLY TOTAL AVAILABLE ON-LINE OPERATING HOURS means the total number of hours in a month that the VRU is available for callers to perform functions, including access to a Customer Service Representative during normal business hours. The percentage of available hours will equal the MONTHLY TOTAL AVAILABLE ON-LINE OPERATING hours in a month (during normal operating hours) divided by the total number of normal	The percentage of VRU on-line availability in a month has fallen below 98%.

SERVICE LEVEL	PERFORMANCE MEASUREMENT	SERVICE LEVEL DEFAULT
	operating hours in a month.	
6. CHICAGO SYSTEM CANVAS END USER, ON-LINE RESPONSE TIME (CANVAS AND IMAGE RETRIEVAL SYSTEM) CANVAS on-line system response time for CANVAS End Users should not exceed four and one quarter (4.25) seconds. Image Retrieval System on-line system response for CANVAS End Users shall not exceed fifteen (15) seconds for ticket and correspondence image retrieval.	For CANVAS, the TOTAL ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the total of all system response times for all transactions and/or queries, prompted by a keystroke by an CANVAS End User, for all applications, excepting only for purposes of this Section B(6) of Schedule 5.2 (previous agreement) the Image Retrieval System. For the Image Retrieval System, the TOTAL ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the average of the following transactions: • Two (2) ticket images per day each month that have been on the Image Retrieval System for less than thirty (30) days; • Two (2) ticket images per day each month that have been on the Image Retrieval System for more than thirty (30) days; • Two (2) correspondence images per day each month that have been on the Image Retrieval System for less than thirty (30) days; and, • Two (2) correspondence images per day each month that have been on the Image Retrieval System for more than thirty (30) days MONTHLY AVERAGE RESPONSE TIME PER APPLICATION is defined as the TOTAL ON-LINE, CANVAS END USER RESPONSE TIME per application divided by the number of transactions and/or queries per application.	For CANVAS, the MONTHLY AVERAGE RESPONSE TIME PER APPLICATION has exceeded four and one quarter (4.25) seconds per month for any application. For the Image Retrieval System, the MONTHLY AVERAGE RESPONSE TIME PER APPLICATION has exceeded fifteen (15) seconds for ticket and correspondence image retrieval. Contractor shall be required to pay a Performance Credit for each application as to which there is a Service Level Default, as defined above. Contractor shall not be required to pay a Performance Credit if the Default under this Service Level was demonstrably caused by delay of the City's network.

Schedule C

Charges

Table of Contents

1. INTRODUCTION

a. This Schedule describes the methodology for calculating the Services charges. The ASC, Unit Rates, Economic Change Adjustment, Hourly Rates and any other charge provisions set forth in this Agreement are intended in the aggregate to compensate Contractor for the resources used to provide the Services.

b. Attached to this Schedule is Exhibit C-1 which lists the ASC, Economic Change Adjustment, Unit Rates, Hourly Rates and other applicable rates

2. CHARGES, CREDITS AND PAYMENTS

2.1 Generally

a. The City is financially responsible for all costs and expenses associated with its responsibilities in this Agreement. The ASC, Unit Rates, Hourly Rates and all other charges payable by the City under this Agreement do not include such costs and expenses.

b. All periodic charges will be computed on a calendar month basis and will be prorated for any partial month, unless this Agreement expressly states otherwise.

2.2 Charges

a. Annual Services Charge

Contractor will invoice the City by the 1st of the month for each month of the Term in arrears, and the City will pay such invoice in accordance with Section 5.2 of the Agreement (**Method of Payment**) beginning on the Effective Date, for the Annual Services Charge for such month, prorated in equal monthly payments (the **ASC Invoice**).

b. Unit Rate Charges

Contractor will provide the forms and postage Baseline as part of the ASC, at the end of each calendar year the Contractor will compare the forms and postage Baseline with the City's actual usage for such calendar year and to the extent the Baseline is different than that specified in Exhibit C-1, then the Unit Rate will be applied to the excess or reduction based upon the actual usage and then invoiced or credited to the City. If the resource unit for forms or postage usage is decreased more than 5% or increased more than 15% in any calendar year then the Parties will adjust the volumes and associated charges using the Service Request Process.

c. Hourly Rate Charges

Contractor will invoice the City each month of the Term, beginning within 30 days after the Effective Date, for the Hourly Rates, if any, applicable for the prior month (the **Hourly Rate Invoice**).

d. Economic Change Adjustment

IBM will invoice the City for the Economic Change Adjustment in accordance with Section 3 (**Economic Change Adjustment**).

e. Termination Fees

Within 30 days of Contractor's receipt of the City's notification of its termination of this Agreement for its convenience, Contractor will invoice the City for such Termination Charge. The City will pay such charges to Contractor as specified in the Agreement.

f. Other Charges

Contractor will invoice the City for New Services, and any other agreed upon charges.

2.3   Credits

Contractor will pay any amounts due and owing to the City pursuant to this Agreement by either paying such amount to the City or by providing the City with a credit against Contractor's invoice to the City under this Agreement.

2.4   Payments

a.   The City will pay Contractor within 30 days of receipt of invoice per Section 5.3 of this Agreement.

b.   The City agrees to provide the Contractor the receipt number within 15 days of receipt of invoice.

c.   The City will pay each invoice by wire funds transfer or other electronic means acceptable to Contractor to an account specified by Contractor.

d.   Payment will be made in United States Dollars.

2.5   Hourly Services

a.   If the City requests Contractor to:

(1)   provide additional resources for existing Projects; or

(2)   provide additional services on a time and material basis;

(**Hourly Services**), such services will be provided by Contractor as set forth in this section.

b.   The description of skill the Contractor will provide as an Hourly Services will be provided at the time such skill is requested by the City pursuant to the Request for Service Process.

c.   Hourly Services Fees

(1)   When Contractor performs Hourly Services, the City will pay Contractor for Contractor's actual hours expended in performing such Services at the agreed hourly rates (**Hourly Services Rates**), plus Contractor's expenses incurred in providing such Hourly Services (**Hourly Services Expenses**) (collectively **Hourly Services Fees**).

(2)   Hourly Services Rates

Contractor will charge the City for the actual number of hours expended by Contractor, rounded up to a full hour, plus overtime or premium rates, multiplied by the applicable Hourly Service Rates. Representative Hourly Services Rates are specified in Exhibit C-1. Contractor will provide the exact hourly rate during the Project planning process or as such additional resources are required. Contractor will provide the City with advance notice if overtime or other premium rates (for example, for Holidays or because of scarce skills in the industry) apply for any Hourly Services.

(3)   Hourly Services Expenses includes travel time from and to point of dispatch. Travel and living are not be included, and Contractor will provide the City advance notice if such expenses will apply.

(4)   Contractor will invoice the City for Hourly Services Fees monthly, upon completion of the Hourly Services, or as otherwise set forth in this Schedule or a Project Plan.

2.6   New Service

a.   If the City requests that Contractor perform services different from the Services or in addition to the Services, but for which there is no charging methodology or for which the existing charging methodology was not intended to cover (for example, startup expenses), (each a **New Service**), and

if Contractor agrees to provide such different or additional services, then prior to performing such New Service:

(1)   Contractor will quote to the City the charges for performing such New Service; and

(2)   if the City agrees to have Contractor perform such New Service, Contractor and the City will prepare and sign a written amendment to this Agreement for implementation of such New Service.

b.   If the additional services require only those resources covered by an existing charging methodology and do not require, for example, startup expenses, the City will pay the charges for such different or additional services through such charging methodology. Such additional services will be considered "Services" and will be subject to the provisions of this Agreement.

2.7   Projects

If the City requests Contractor to perform a New Service, which Contractor and the City agree should be a Project, Contractor and the City will develop a detailed plan describing the project (the **Project Plan**). The Project Plan will state Contractor's charges for such Project, such as Hourly Services Fees, a fixed price, or an adjustment to the charges set forth in this Agreement.

3.   ECONOMIC CHANGE ADJUSTMENT

a.   Effective August 1, 2013 and each subsequent twelve (12) month anniversary thereafter, the fees for the ASC, Unit Rates, and Hourly Rates shall be subject to a cost-of-living adjustment ("COLA") based on increases in the most recently released unadjusted indices as specified in section (b) below from the most recently released applicable index as of twelve (12) months prior to such anniversary. The COLA will be payable on a prospective basis (i.e., the actual inflation for June 2013 will determine the COLA for 2013) on the fees for the Services. IBM will invoice the City for the COLA, if any, starting in August following the Effective Date and monthly thereafter.

b.   The City and Contractor agree to use the indexes for services area noted in Section (b) below for the Services provided by Contractor to the City under the Agreement.

(1)   CPI-U: The term CPI as used herein shall mean the unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: CUUR0000SA0) by the Bureau of Labor Statistics, U.S. Department of Labor, For All Urban Consumers ("CPI-U"). If the Bureau of Labor Statistics redefines the base year for the CPI-U, the parties will continue to use the CPI-U, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics. The parties shall mutually agree upon a replacement index in the event the CPI-U is no longer available as contemplated in this Section.

(2)   Chicago CPI-U : The term CCPI-U or Chicago CPI-U as used herein shall mean the unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: CUURA207SA0) by the Bureau of Labor Statistics, US Department of Labor, For All Urban Consumers ("CCPI-U"). If the Bureau of Labor Statistics, US Department of Labor redefines the base year for the CCPI-U, the parties will continue to use the CCPI-U, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics, US Department of Labor. The parties shall mutually agree upon a replacement index in the event the CCPI-U is no longer available as contemplated in this Section. At no time during the Term may the CCPI-U be less than the Federal minimum wage rates.

(3)   PPI: The term PPI as used herein shall mean the unadjusted Producer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: WPU09) by the Bureau of Labor Statistics, U.S. Department of Labor, For Pulp, Paper, and Allied Products

("PPI"). If the Bureau of Labor Statistics redefines the base year for the PPI, the parties will continue to use the PPI, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics. The parties shall mutually agree upon a replacement index in the event the PPI is no longer available as contemplated in this Section.

(4) The term Postage as used herein shall mean the first class mail rate as published by the United State Postal Service.

c. A percentage has been established to reflect the proportionate impact of inflation for the fees. That percentage ("Inflation Sensitivity") is:

	ECA ($ in M)						
	Labor Based			Non - Labor Based			
	Chi Metro CPI-U	CPI-U	Total Labor Based $ 102.0	Postage $ 25.7	PPI $ 24.0	No ECA $ 13.8	Total $165.5
% of Total Charges	25.0%	36.6%	61.6%	15.5%	14.5%	8.4%	100.0%

d. The COLA adjustments for the CPI-U shall be determined as follows:

(1) The COLA for any calendar year (the "Current Year") shall consist of an adjustment to the fees for such year, so that, as adjusted, the fees shall equal the product of the fees due Contractor for each month of the calendar year multiplied by the "COLA Factor" (as defined below) for December of the preceding year, where:

(a) "Base Year Index" means the CPI-U for December 2011;

(b) "Current Year Index" means the CPI-U for the July preceding the Current Year; and

(c) The "COLA Factor" = {(Current Index – Base Year Index)/Base Year Index}.

(2) Contractor will calculate the COLA by comparing the change in the year-to-year CPI-U with the Base Year Index. For each year of the Term, the Current Year Index will be compared to the Base Year Index set forth herein. If the Current Year Index is equal to or less than the Base Year Index, then no COLA is due. However, if the Current Year Index is greater than the Base Year Index, then the COLA will be applied to the fees due Contractor for the year for which the COLA is being calculated.

(a) Following is an example for calculating the COLA for years beginning August 1, 2013 for an Agreement having a 2012 Signing Date using the CPI-U for December 2011 as the Base Year Index, and the following Current Index examples:

Base Year Index December 2011 = 163.9	July 2013	July 2014	July 2015	July 2016
Current Index	168.8	172.9	178.1	180.1

(b) COLA Calculation

Formula

COLA= Fees x Cola Factor

Example: Fees   =$1,030,000 (monthly)

Calculation for COLA in Year 2013

COLA   =   1,030,000 x ((168.8-163.9)/163.9)

$$\text{COLA} \quad = \quad 1{,}030{,}000 \times (.0298)$$

$$\text{COLA} \quad = \quad 1{,}030{,}000 \times .0298$$

$$\text{COLA} \quad = \quad 30{,}694 \text{ monthly}$$

   (c)   the COLA for each month of each year in which the COLA is due is calculated as above substituting the appropriate monthly fees and COLA Factors based upon the actual information.

4. UNIT RATES AND MEASUREMENT METHODOLOGY

4.1 Generally

a. As of the Effective Date and each month thereafter, Contractor will measure, track and report on the City's usage of Unit Rate Baseline.

b. As of the Effective Date, the quantity of Unit Rate Baselines provided to the City under this Agreement will be specified in Exhibit C-1 as a Baseline.

4.2 Business Annual Volume Caps - Unit Rate Resource

a. Contractor will measure each resource unit in this category on a monthly basis. After the completion of each Contract Year during the Term, Contractor will calculate the additional charges associated with the changes in the Business Annual Volume Cap Unit Rates as set forth in this section.

b. On an annual basis, Contractor will compare the resource units actually used during the Contract Year (the Actual Resource Units) with the Annual Volume Cap Baseline in Exhibit C-1. There will be no increase in the charges otherwise payable to Contractor for such period if the Actual Resource Units do not exceed the Business Annual Volume Cap Baseline for such period. If the Actual Resource Units exceeds the Business Annual Volume Cap Baseline for such period, the City will utilize the Service Request Process to pay the Contractor for the additional Resource Unit usage.

c. Within 60 days of the Effective Date, the Contractor and the City will agree upon a process to define the minimum Business Annual Volume Cap Baselines and provide a methodology to invoke the Service Request Process to adjust the Charges where the Actual Resource Unit usage is significantly below the Annual Volume Cap Baseline in Exhibit C-1 during any Contract Year and credit the City for the reduced usage during the applicable Contract Year.

4.3 Forms and Postage - Unit Rate Resources

After the completion of each calendar year during the Term, Contractor will calculate the changes in Unit Rates as set forth in this section.

a. Contractor will compare the quantity of Unit Rates actually used during the applicable measurement period (the **Actual Unit Rates**) with the Baseline in Exhibit C-1. There will be no increase of the charges otherwise payable to Contractor for such period if the Actual Unit Rates do not exceed the Baseline for such period. If the Actual Unit Rates exceeds the Baseline for such period, the City will pay Contractor the amount equal to the product of the Unit Rate, as set forth in Exhibit C-1, multiplied by the difference between the Actual Unit Rate for that category and the Baseline. If the Actual Unit Rates falls below the Baseline for such period pursuant to Section 2.2, the Contractor will credit City the amount equal to the product of the Unit Rate, as set forth in Exhibit C-1, multiplied by the difference between the Actual Unit Rate for that category and the Baseline. For example, assuming the following, the Unit Rate calculation would be as follows:

(1)   the Actual Unit Rate for form X is 75;

(2)   the monthly Baseline for form X is 71; and

(3)   the Unit Rate is $50.

Unit Rate Calculation		
Change Adjustment	=	(Actual Unit Rate - Baseline) x Unit Rate
Change Adjustment	=	(75 - 71) x $50
Change Adjustment	=	4 x $50
Change Adjustment	=	$200

b.   In this example, the increase for the additional Unit Rate usage would be $200.

4.4   Annual Volume Caps Assumptions

a.   The pricing for the service categories for which there is an Annual Volume Cap in Exhibit C-1 is based upon the City policies, procedures, processes and/or automated programs as of the Effective Date. Changes to the City's policies, procedures, processes and/or automated programs during the Term that affects any service category in the Annual Volume Cap will be accommodated using the Request for Service Process.

b.   The assumptions for the Annual Volume Caps are based upon:

(1)   The Call Center is based upon an average talk time of 2.5 minutes per Call.

(2)   Payment processing is limited to the following service categories:

(a)   Payment Processing mail-in payment types for

(i)   Parking/Red Light Payments

(ii)   ANOV Payments

(iii)   Disabled Permit Payments"

(3)   Data and images related to parking citations will be issued from automated ticketing devices (Autocite/CPD in-car units) and are uploaded into CANVAS directly and not processed through the Data Capture System. The total annual expected volume for citations issued with these devices is 1,500,000 and assumes an average of additional 2 pictures per citation

(4)   The Hearing Related Documents includes the following:

(a)   Contest by Mail Hearing Requests (CBM) (2 documents per request)

(b)   In Person Hearing Requests (IPH) (1 document per request)

(c)   Motion to Set Aside / Vacate (1 document per request)

(d)   Hearings will be scheduled within 60 days of IBM receipt of the name and address of the requesting motorist

(e)   In-Person hearing evidence is included in Other Correspondence

(5)   ANOV related documents includes the following:

(a)   Administrative Notices of Violations (ANOV) – Tickets

(b)   ANOV – Evidence

(6)   Each notice includes one #9 and one #10 envelope and does not include informational inserts with the notices. The Request for Service Process will be used to address the inclusion of informational inserts with notices.

(7)   Special mailings are restricted to LV2 zone for Wrigley mailing, and Wards 2, 3 and 25 for Soldier field mailing.

(7) Special mailings are restricted to LV2 zone for Wrigley mailing, and Wards 2, 3 and 25 for Soldier field mailing.

(8) Up to 1.9 million tickets (30 tickets / book) per year and does not including ticket book recalls or destructions. The Request for Service process will be invoked for recalls or destruction of tickets, notice forms, envelopes or inserts.

(9) There are no restrictions as to where non-customer facing services can be delivered.

(10) Single sign-on functionality is not included.

(11) Credit card processing functionality is not included in the VRU services.

(12) Asset Management and reporting will be provided for defined and agreed-to City owned assets.

(13) Should the United States Postal Service (USPS) office currently being used for mailings be closed, the Service Request Process will be used to address any impact to the services and associated SLAs affected by the change

(14) Level 2 help desk support via remote diagnostic and software management will apply only to IBM-owned assets.

(15) Weekly National Change of Address Updates is provided for up to 2 million records

(16) Quarterly Social Security Administration - Deceased Coding for Tickets and Disabled Permits is provided for up to 2 million records

(17) On-demand/cloud-based computing does not apply to the CANVAS environment.

Exhibit C-1

All items listed in this Exhibit are expressed in US Dollars unless otherwise specified in this Agreement. All years are contract years beginning on August 1 at 00:01 hours Central Time and ending on July 31 at 24:00 hours Central Time.

Invoice address for the City is:

City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

City of Chicago, Department of Administrative Hearings
740 N Sedgwick, 6th FL
Chicago, IL 60654

Contractor Project Office Address:

IBM Corporation
Attn: Project Executive
33 West Monroe, 14th Floor,
Chicago, IL 60603

Charges											
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
▪ Charges ($Millions)		16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55

Forms – Volume and Unit Rate (subject to ECA and will be adjusted based upon PPI Index)

Notice Type	Unit of Measure	Annual Expected Volume	Unit Price	
Notice of Violation	# of Mail Pieces	770,000	$	0.14
Notice of Violation with Images	# of Mail Pieces	915,500	$	0.86
Automated Camera Violation (ie. Red Light)	# of Mail Pieces	690,000	$	0.86
Consolidated Notice:	# of Mail Pieces			
Notice of Determination	# of Mail Pieces	1,116,000	$	0.14
Notice of Final Determination	# of Mail Pieces	907,000	$	0.14
Notice of Impending Seizure Eligibility	# of Mail Pieces	204,000	$	0.14
Notice of Impending Drivers License Suspension (DLS) Eligibility	# of Mail Pieces	15,000	$	0.14
Seizure Consolidated Notice	# of Mail Pieces	181,000	$	0.14
Failure to Appear Notice	# of Mail Pieces	46,000	$	0.14
DLS Certification Letters	# of Mail Pieces	14,000	$	0.14
Collection Notices	# of Mail Pieces	800,000	$	0.14
Second Collection Notices	# of Mail Pieces	709,000	$	0.14
Notice of In-Person Hearing	# of Mail Pieces	131,000	$	0.14
Handstuff - Oversized Notices	# of Mail Pieces	1,500	$	0.14
Hearing Decisions	# of Mail Pieces	250,000	$	0.14
Total Expected Volume - Notices		**6,750,000**		
Handwritten Parking Tickets (50,000 books)	# of Tickets	1,500,000	$	0.15
ANOV Tickets (16,000 books)	# of Tickets	400,000	$	0.17
Total Expected Volume - Tickets		**1,900,000**		

Postage (subject to ECA and will be adjusted based upon the USPS first class rate)

Postage	# of Mail Pieces	6,750,000	$	0.38

Hourly Rates (2012 Only)

Job Title / Labor Category	Contractor Site Hourly Rates		
	Senior	Junior	Entry
Applications Programmer	$ 105.00	$ 87.00	$ 83.00
Business Analyst	$ 129.00	$ 105.00	$ 87.00
Communications Hardware Specialist	$ 129.00	$ 87.00	$ 83.00
Communications Network Specialist	$ 129.00	$ 87.00	$ 83.00
Communications Software Specialist	$ 129.00	$ 87.00	$ 83.00
Computer Systems Analyst	$ 129.00	$ 105.00	$ 87.00
Database Administrator (DBA)	$ 105.00	$ 87.00	$ 83.00
Database Analyst	$ 129.00	$ 105.00	$ 83.00
Documentation Specialist	$ 87.00	$ 83.00	$ 81.00
Information Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Network Design Engineer	$ 155.00	$ 105.00	$ 87.00
Project Manager	$ 155.00	$ 105.00	$ 87.00
Quality Assurance Engineer	$ 105.00	$ 87.00	$ 83.00
Security Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Software Engineer	$ 155.00	$ 105.00	$ 87.00
Software Systems Specialist	$ 105.00	$ 87.00	$ 83.00
Storage Operations Specialist	$ 105.00	$ 87.00	$ 83.00
Storage Management Engineer	$ 129.00	$ 105.00	$ 87.00
System Administrator/Operator	$ 87.00	$ 83.00	$ 81.00
System Programmer	$ 105.00	$ 87.00	$ 83.00
Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Tape Librarian	$ 87.00	$ 83.00	$ 81.00
Technical Architect	$ 155.00	$ 129.00	$ 87.00
Training Specialist	$ 129.00	$ 105.00	$ 83.00
Forms Proof Changes	$ -	$ -	$ 147.00
Forms Programming Changes	$ -	$ -	$ 147.00

	Annual Volume Cap
Payment Processing	
Mail-In Payments	690,000
Data Capture (Documents Scanned/Data Verified)	
Parking Handwritten Citation	1,265,000
Automated Camera Enforcement	950,000
Total Citation Related Documents	2,215,000
Hearing and other Related Documents	404,250
ANOV Related Documents (Tickets/Evidence)	950,000
Total Correspondence Related Documents	1,354,250
Help Desk	
Interactions	7,300
Call Center	
ACD Arrivals	350,000
VRU Arrivals	880,000

Schedule D
Transition Projects

1. INTRODUCTION

This Schedule describes the approach to manage transition projects including the introduction of new tools (e.g. TSRM, gSMRT, and an IVR/VRU Call Center infrastructure environment).

2. TRANSITION MANAGEMENT

2.1 Transition Personnel

Contractor's Transition management approach provides that:

a. the Contractor Project Executive has overall responsibility and accountability to meet agreed upon quality, cost, schedule and technical objectives of the Transition;

b. City and Contractor will each assign the appropriate employees and Subcontractors to comprise the Transition Team. Such Transition Team members will be assigned specific tasks to be accomplished within the time frames set forth in the Transition Plan;

c. City and Contractor will each assign an individual (each a **Transition Manager** and collectively the **Transition Managers**) who will serve as the single point of contact and be responsible for overseeing the completion of its Transition Plan responsibilities and coordinating activities with the other; and

d. the Transition Managers will orient the Transition Team members regarding the Transition management approach and the Transition Plan, including individual responsibilities, deliverables, and schedules. Each Transition Manager will provide operational guidance to, manage and be accountable for the performance of its employees and Subcontractors assigned to the Transition.

2.2 Roles and Responsibilities

a. Contractor will:

(1) develop and maintain the detailed Transition Plan and any associated documentation;

(2) establish and implement a project management system and control structure, including processes for managing Transition activities, milestones, support resources and deliverables status, issues, risks, changes and quality;

(3) manage the Transition including planning, directing and monitoring all Transition activities and assigned resources, according to the agreed schedule and processes;

(4) implement all changes consistent with the change control process set forth in Section 5 (Service Request Process);

(5) identify, address and resolve deviations from the Transition Plan and any business and/or technical issues that may impact the Transition;

(6) develop the Transition meetings (i.e., planning, review, status) schedule with City, as appropriate, including the frequency and location for such meetings;

(7) coordinate and conduct Transition meetings in accordance with the established schedule; and

(8) provide periodic written status report(s) which include information such as schedule status, Transition progress, issue identification and related action plans.

b.   City will:

    (1)   serve as the interface between the Transition Team and City's business functions, units, or Affiliates participating in the Transition to define City's business and technical requirements for Transition and to validate that the Transition Plan meets such requirements;

    (2)   assist Contractor, as appropriate, in the development and maintenance of the detailed Transition Plan and any associated documentation;

    (3)   review and approve the Transition deliverables;

    (4)   implement all changes consistent with the change control process set forth in Section 5 (Service Request Process);

    (5)   assist Contractor in identifying, addressing and resolving deviations from the Transition Plan and any business and/or technical issues requiring City resources or support that may impact the Transition; and

3.   TRANSITION PLAN

3.1   Overview

The detailed Transition Plan will contain the following information:

a.   Management Summary

This section will provide a management summary of the overall Transition strategy and approach.

b.   Background and Business Objectives

This section will provide an overview of the Agreement and business objectives.

c.   Transition Objectives and Scope of Work

This section will provide a summary of the overall Transition and define the scope of work to be performed.

d.   Transition Organization and Responsibilities

This section will identify City's and Contractor's respective Transition Managers, Transition team and key responsibilities that City and Contractor are required to perform in order to complete the Transition.

e.   Assumptions and Dependencies

This section will describe any key assumptions or dependencies upon which the Transition was based and/or is dependent upon for completion.

f.   Milestones and Deliverables

This section will provide a schedule of key Transition milestones and a description of items to be delivered by Contractor under the Transition.

g.   Completion Criteria

This section will describe the completion criteria that Contractor must meet in order to satisfy its obligations under the Transition.

3.2   Transition Subprojects

The detailed Transition Plan will further define each Transition subproject set forth below, including a set of objectives, assumptions, dependencies, milestones, deliverables, and completion criteria.

3.2.1 Workplace Services

The Workplace Services subproject will address the establishment of a productive working environment at the Facilities for Contractor to provide the Services to City. Contractor will:

a. obtain access to the Facilities and systems affected by Transition or required by Contractor to provide the Services;

b. coordinate the resources (for example, Facilities, office consumables, pagers, cellular phones, home connectivity, access to internal support) required by Contractor to provide the Services; and

4. COMPLETION

a. Contractor will notify City in writing when the completion criteria for a Transition deliverable has been met.

b. City must inform Contractor, in writing, within ten Business Days following receipt of Contractor's notification if City believes Contractor has not met the completion criteria, together with reasonable detail as to the reasons for such belief.

c. The Contractor Transition Manager will consider City's timely request for revisions, if any, within the context of Contractor's obligations.

d. City revisions, agreed to by Contractor, will be made and the deliverable will be resubmitted to the City Transition Manager, at which time such deliverable will be deemed Accepted.

e. If Contractor does not receive written notice from City within the time frame specified above and after reasonable follow up and escalation, then the Transition Deliverable(s) will be deemed Accepted by City.

5. SERVICE REQUEST PROCESS

The Service Request process is part of the overall project management system which will be implemented by Contractor to control changes to the Services. Either City or Contractor may request a change to Transition subject to the following Service Request process:

a. The Transition, as described in this Agreement and the Transition Plan, may be changed only by a writing signed by authorized representatives of City and Contractor.

b. All Project Change Requests (**PCRs**) to Transition will be submitted in writing by the requesting Contractor or City Transition Manager. The PCR will reference the Transition, describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Transition if it is accepted and if it is rejected.

c. The Transition Managers will review the PCR and either:

   (1) recommend approval of the change by authorized representatives of City and Contractor signing the PCR. Upon such approval, the change will be implemented; or

   (2) agree in writing to submit the PCR for further investigation. Such investigation will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the PCR. City and Contractor will then agree to mutually approve or reject the PCR. If City and Contractor do not agree, either Contractor or City may submit such PCR to the Project Executives for resolution; or

   (3) reject the PCR. If rejected, the PCR will be returned to the requesting Transition Manager along with the reason for rejection.

6. PERFORMANCE

a. Contractor will perform the Transition and implement the Transition Plan in accordance with the timetable and milestones set forth in the Transition Plan and City will reasonably cooperate with Contractor to assist Contractor in implementing the Transition Plan. Contractor will provide all cooperation and assistance reasonably required or requested by City in connection with City's evaluation or testing of the deliverables resulting from implementation of the Transition Plan. Contractor will implement the Transition Plan in a manner that will not:

(1) materially disrupt or have a material adverse impact on the business or operations of City;

(2) degrade the Services then being received by City; or

(3) interfere with City's ability to obtain the full benefit of the Services, except as may be otherwise provided in the Transition Plan.

b. Prior to undertaking any Transition activity, Contractor will discuss with City all known City-specific material risks and will not proceed with such activity until City is reasonably satisfied with the plans with regard to such risks (provided that, neither Contractor's disclosure of any such risks to City nor City's acquiescence in Contractor's plans will operate or be construed as limiting Contractor's responsibilities under this Agreement). Contractor will identify and resolve, with City's reasonable assistance, any problems that may impede or delay the timely completion of any phase of the Transition Plan.

Schedule E
Exit Transition

1. INTRODUCTION

This Schedule lists a sample Exit Transition plan similar to what would be used in the event City desires the Transition of one or more Services.

2. EXIT TRANSITION OBJECTIVES AND SAMPLE PLAN

In an effort to minimize disruption to the City during a full exit from CANVAS responsibility, Contractor will provide an Exit Plan, including any updates to the Exit Plan that are necessary to document transition of the services plan to the City or its successor provider. Contractor will work with the City to mutually define the appropriate governance, roles, and responsibilities for both parties during transition exit. Contractor will also make available other necessary resources and all operational documentation created during the term to assist the City or the successor provider during the transition period, following termination or expiration of the Agreement. Contractor will appoint an Exit Manager and provide the City with written notification of such appointment as defined in the Agreement. Contractor's Exit Manager shall have all requisite authority to fulfill his or her duties as set forth in a defined Exit Management Schedule which would be included under the Agreement.

As part of the Contractor exit approach, the Contractor Exit Manager will work with the City delegates to execute an Exit Transition Plan. Contractor will develop an Exit Transition Plan that describes how the services will be transferred from Contractor to the new support environment as agreed to in the Plan.

The Exit Transition Plan will document the following four phases:

- *Start-up*
- *Planning*
- *Execution*
- *Services Closure*

Start-up Phase

Contractor will begin exit planning upon receiving the appropriate notice, as defined in our Agreement. The Contractor Project Executive will assign an individual on the team with responsibility for executing the exit transition. This Exit Transition Manager will be responsible for creating and obtaining agreement on the Exit Transition Plan from the City, within the defined time period specified in the Agreement.

The Exit Transition Plan will document the following data:

- Document exit and acceptance criteria
- Identify deliverables
- Identify current projects
- Identify roles for the Contractor team
- Identify roles for the new service provider team, if applicable

- Identify roles for the City team
- Identify the service tower locations, and potential service areas to be transferred
- Establish a process for contacting in-scope staff for employment
- Document the major milestones
- Provide requisite training and knowledge transfer to the City and/or the new service provider team, as applicable
- Include a high-level project schedule
- Address the handling of Third Party software licenses, assets, maintenance services, documentation, leases, licenses, and other contracts, as may be applicable

The Contractor team will continue to provide steady state service delivery until such time that the services are transitioned or to the end of the exit period. The exit activities will be treated as a project. The established governance model, reporting structure, issue, risk, and change management processes will be used while the Exit Transition Plan is being executed. Status meeting frequency will be agreed upon during the Planning Phase.

Planning Phase

When the Exit Transition Plan is approved, Contractor will identify the exit team, using steady state delivery staff whenever possible, and roles and responsibilities will be assigned. Contractor recommends that the City also assign Reversibility Transition Managers to manage their staff and work in partnership with Contractor.

The exit teams will create a detailed project schedule for their assigned service towers, which will be added to the existing high level schedule in the Exit Transition Plan. Roles and responsibilities will also be assigned to the City. During the Planning Phase, the assigned teams will meet and agree on requirements, exit and acceptance criteria, tasks, and duration for the project schedule, as well as deliverables for each service tower.

Execution Phase

Contractor's goals during the exit period are to maintain steady state services to the City and enable the City to prepare to take over service for each service area. During the Execution Phase, each service area will execute the tasks in their project schedule. Periodic status meetings will be held to discuss progress and issues.

Services Closure Phase

Services Closure will occur when the exit and acceptance criteria have been met for the business and technical exit and both have been closed. The City and Contractor will establish a set of exit and acceptance criteria in the Exit Transition Plan, which will define completion of the Services Closure. Once the criteria are met, Services Closure will be deemed complete. Any additional support required after Services Closure will be provided in accordance with the terms specified in the Agreement.

SAMPLE Exit Plan

The following table is an example of the high-level tasks that would be completed during a typical reversal. We discussed in the Planning Phase that a detailed project schedule for reversal will be created for the

Exit Transition Plan. The following tasks represent timelines that are based upon receipt of an appropriate notice.

Note: Major milestones are identified with italics.

Task	Timeframe
Start-up phase	
Receive transition notice	Day 0
Exit commencement date	Day 1
Assign a Exit Transition Manager	
Create Exit Transition Plan	
Parties agree to Exit Transition Plan	M2
Planning phase	
Identify exit transition team	M2
Plan business exit: • Define requirements • Document and agree to exit and acceptance criteria • Identify tasks and durations • Create detailed exit project schedule • Document deliverables	M2
Plan technical exit for each service tower: • Define requirements for each service area • Document and agree to exit and acceptance criteria • Identify tasks and durations • Document deliverables	M2-M3
Identify current projects in each service tower	M3
Create detailed exit project schedule	M3
Execute phase	M3-M6
Transition teams in place	M3
Business disentanglement - finance management: • Execute exit tasks from planning phase • Implement Contractor / City close out process • Exit and acceptance criteria met	M4
Close business disentanglement	M4
Technical disentanglement	
Environment Services (call center, help desk, payment processing, data capture, forms and data center): • Execute exit tasks from planning phase • Perform knowledge transfer • Review current projects • Provide processes and procedures • Transfer outstanding problems	M5 – M6

Task	Timeframe
▪ Provide hardware and software information ▪ Assist in testing for cutover ▪ Cutover ▪ Exit and acceptance criteria met	
Close technical disentanglement	M6
Services closure	
Confirm that exit and acceptance criteria are met	
Deliver documentation	
Confirm that issues opened during exit are resolved	
Exit and acceptance criteria met	

Reversibility Approach

As part of the Exit Transition Plan, Contractor would deploy a proven divestiture framework called "Smart Separation" (specific, measurable, achievable, relevant, and timely separation). It is a data driven approach to divestiture and is used internally at Contractor and with our clients across the globe.

Schedule F
Files

1. INTRODUCTION

This Schedule lists the CANVAS Files Produced and Transferred that will be used to deliver the Services under the Agreement.

2. CANVAS FILES PRODUCED AND TRANSFERRED

Method of Transfer Definitions:

Push – Indicates the responsible entity will be sending the file to a mutually agreed upon location.

Pull – Indicates the responsible entity will be retrieving the file from a mutually agreed upon location.

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
AHMS – ANOV Payments	Daily	Contractor	Push
AHMS – ANOV Tickets	Daily	Contractor	Push
ARMS – Employee Indebtedness Referral (Inbound and Outbound)	Quarterly	Contractor	Pull/Push
ARMS – New Ticket Referral	Weekly	Contractor	Push
ARMS – Removal	Weekly	Contractor	Push
ARMS – Unmarking	On Demand	Contractor	Pull
Chicago Police Department (CPD) – In-Car Device – Automated Tickets	Daily	CPD	Push
Collection Agencies – New Regular Referrals	Weekly	Contractor	Push
Collection Agencies – Defaulted Payment Plans	Weekly	Collection Agencies	Push
Collection Agencies – New Payment Plan Referrals	Daily	Contractor	Push
Collection Agencies – Payment Plan Removals	Weekly	Contractor	Push
Collection Agencies – Regular Referral	Weekly	Contractor	Push

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
Removals			
Collection Agencies – Uncollectible	On Demand	Collection Agencies	Push
Corporate Noticing	Monthly	Contractor	Push
Corporate Noticing - Plate Listing Add/Update/Delete	On Demand	Corporate Participants	Push
Corporate Noticing – Third Party Update	On Demand	Corporate Participants	Push
Geocode (Outbound and Inbound)	Quarterly	Contractor	Push/Pull
Illinois Secretary of State (Outbound and Inbound)	Weekly	Contractor	Push/Pull
Illinois Tax Offset – Claim Placement	Annually	Contractor	Pull
Illinois Tax Offset – Change/Delete	Weekly	Contractor	Push
Illinois Tax Offset – Payment	Weekly	Contractor	Pull
Illinois Tax Offset – Match Updates (Inbound and Outbound)	Monthly	Contractor	Pull/Push
IRIS – Business License Referral (Inbound and Outbound)	Monthly	Contractor	Pull/Push
IRIS – Removal	Weekly	Contractor	Push
LAZ Parking – Broken Meters	Weekly	LAZ	Push
Michigan Secretary of State (SOS) - Outbound	Weekly	Contractor	Push
Michigan SOS – Inbound	Weekly	Michigan SOS	Push
Midway Airport Boot Eligibility Listing (Inbound and Outbound)	Daily	Standard Parking	Push/Pull
O'Hare Airport Boot Eligibility Listing (Inbound and Outbound)	Daily	Standard Parking	Push/Pull

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
Redflex – Red-Light Tickets and Photos	Daily	Contractor	Pull
Revenue Reporting (Analysis) – Mail In and Web Payments	Daily	Contractor	Push
RR Donnelley – Disabled Permits Renewals	Quarterly	Contractor	Push
RR Donnelley – National Change of Address Updates (Outbound and Inbound)	Weekly	Contractor	Push/Pull
RR Donnelley – Parking/Compliance/Red-Light Notices	Weekly	Contractor	Push
RR Donnelley – Social Security Administration (Outbound and Inbound)	Quarterly	Contractor	Push/Pull
Street Operations – (images from hand held devices of tickets and photos)	Daily	Hand Held Device Vendor	Push
Street Operations – (Boot Eligibility Listing)	Daily	City Vendor	Pull
Street Operations – (Gone on Arrival Listing)	Daily	City Vendor	Pull
US Postal Service – Address Change Updates	Weekly	Contractor	Pull
Wisconsin SOS (Outbound)	Weekly	Contractor	Push
Wisconsin SOS (Inbound)	Weekly	Wisconsin SOS	Push

Schedule G
CANVAS Components

1. INTRODUCTION

This Schedule lists the CANVAS System Components that Contractor will be using to deliver the Services under this Agreement.

2. CANVAS APPLICATION / SOFTWARE COMPONENTS

Application or Software	Description	Application Owner or Software Licensee
CANVAS – Online Application	Web-based internal application utilized by City users to perform real-time business functions in support of the City's parking and camera enforcement program.	City
CANVAS - Batch Application	Java and PL/SQL programs utilized to process large transactional requests and updates after City business hours.	City
CANVAS – Reporting Solution	Reporting statements utilizing PL/SQL queries and the City's Business Objects Enterprise reporting tool that are run in a dedicated Oracle database. (Note - Contractor does not provide support services for the City's Business Object Enterprise solution.)	City
CANVAS - File Transfer Services Software	Software utilized to send and receive file transfers between internal City departments and City Vendors and other outside agencies.	Contractor
CANVAS - Parking Ticket Search & Payment Website Application	Web-based external application utilized by motorists to search for outstanding parking and Red-Light tickets, and submit credit card payments for real-time updates to CANVAS.	City
CANVAS – Parking Ticket Payment Web Services Credit Card Authorization Interface	Interface between the CANVAS payment website application and the City's credit card authorization solution.	City
Contractor - Content Manager on Demand Software	Software utilized to store and maintain image content with image retrieval capability that is integrated with the CANVAS online application.	Contractor
Readsoft – Forms	Data capture software utilized to scan various document types and	Contractor

Application or Software	Description	Application Owner or Software Licensee
Software	capture related data.	
Kofax - Ascent Capture Software	Data capture software utilized to scan various document types and capture related data.	Contractor
Image Transfer and Loading Solution	Data capture utilities and scripts developed to: ■ Pull image files from the City's Red-Light program, hand held device vendor, and Chicago Police Department. ■ Load images into the Contractor Content Manager on Demand system.	Contractor
Creditron - Item Age and Image Inquire Software	Payment processing software utilized to encode mail-in check payments and subsequently view document images.	Contractor
WebSphere Voice Response	Voice response unit software utilized to maintain menu options and provide call routing to call center agents.	Contractor
Infrastructure Software	Software necessary to manage and maintain the network, security, and support systems.	Contractor

<center>## Schedule H
Standards</center>

1. INTRODUCTION

This Schedule defines the mutually agreed operating environment standards which Contractor will support during the Term. Any changes to the standards set forth in this Schedule will be mutually agreed upon through the Service Request process.

2. SOFTWARE OPERATING ENVIRONMENT CURRENCY

a. City agrees to maintain Reasonable Currency for the Software in Schedule N (Software) listed as "Applications Software Provided by the City of Chicago", unless otherwise mutually agreed.

b. In the event City delays or requests Contractor to materially delay upgrading specific Software to Reasonable Currency or requires operation and maintenance of multiple versions or releases of Software, then Contractor will do so, provided that if Contractor:

    (1) is prevented from taking advantage (i.e., economic or performance) of technological advancements, enhancements, features, or efficiencies; or

    (2) incurs additional costs (for example, costs due to withdrawal of maintenance or support by the applicable manufacturer or licensor, multiple version software charges) as a result of such delay;

City will either update (or allow the update of) the Software to Reasonable Currency or reimburse Contractor for any reasonable documented increased costs incurred as a result of such delay To the extent that Contractor can reasonably establish that any Service Level Requirement has not been achieved due to the lack of Reasonable Currency for any Applications Software provided by City, the City will provide Contractor relief from any Service Level Requirements affected by that condition; this does not provide Contractor relief from any Service Level Requirement that is not achieved due to other, wholly unrelated conditions. Contractor will notify City within a reasonable time period if Contractor reasonably believes either (1) or (2) above has or is likely to occur.

c. In the event Contractor delays or requests City to materially delay upgrading specific Contractor provided software or Tools to Reasonable Currency or requires operation and maintenance of multiple versions or releases of such software or tools, then City will do so, provided that if City:

    (1) is prevented from taking advantage (i.e., economic or performance) of technological advancements, enhancements, features, or efficiencies; or

    (2) incurs additional costs (for example, costs due to withdrawal of maintenance or support by the applicable manufacturer or licensor, multiple version software charges) as a result of such delay;

then Contractor will either update (or allow the update) the Contractor provided software or Tools to Reasonable Currency or reimburse City for any reasonable documented increased costs incurred as a result of such delay. City will notify Contractor within a reasonable time period if City reasonably believes either (1) or (2) above has or is likely to occur.

3. OPERATING ENVIRONMENT STANDARDS

The table below list the operating environment as of the Effective Date which Contractor will support during the Term. Any changes to the operating environment below will be mutually agreed through the

Service Request process.

Intel and Unix Servers Operating Environment
AIX
Windows
Oracle Database Enterprise Edition
DB2

Schedule I
Interfaces

1. INTRODUCTION

This Schedule lists the CANVAS System Interface Solution and Type that Contractor will be using to deliver the Services under this Agreement.

2. CANVAS SYSTEM-TO-SYSTEM INTERFACE

System Interface Description	Interface Solution	Type of Interface
Cashiering	Real-Time Database View	System to System
Cashiering – Offline Load	Twice Daily Table Insert	System to System
eCheckout	Web Services	System to System

Schedule J
Forms

1. INTRODUCTION

This Schedule lists the lead time requirements associated with changes to designated Forms that Contractor will be using to deliver the Services, or as mutually agreed, under this Agreement.

2. FORM CHANGE LEAD TIMES

#	FORM Type	FORM Number	FORM Name	Annual Baseline (4 orders per year)	Lead Time from Proof Approval
1	ENVELOPE	493-020	#10 WIN-DEPT OF REV-PO BOX 804556	4,661,004	3 weeks
2	ENVELOPE	493-019	AA #9(0) OPT.- DEPT OF FIN- PO BOX 88292 W/INDICIA	4,554,996	3 weeks
3	ROLLSTOCK	496-025	CONSOLIDATED NOTICE	3,656,004	6 weeks
4	ENVELOPE	493-013	AA #10 WIN- DEPT OF FIN- PO BOX 5676 W/INDICIA	2,600,016	3 weeks
5	ENVELOPE	493-014	AA #9(3) OPT.- DEPT OF FIN- PO BOX 88292 W/INDICIA	2,600,004	3 weeks
6	ROLLSTOCK	496-037	COLLECTION LETTER - DEPT. OF LAW	1,808,400	6 weeks
7	ROLLSTOCK	496-035	COLLECTION NOTICE "FINAL NOTICE"	1,263,996	6 weeks
8	ROLLSTOCK	496-040	NOTICE OF VIOLATION WITH AUTOCITE IMAGES	1,099,596	12 weeks
9	ENVELOPE	498-040	#10 WIN COLLECTION LAW ENVELOPE W/INDICIA	780,000	3 weeks
10	ROLLSTOCK	496-007	VIOLATION NOTICE	875,196	6 weeks
11	ROLLSTOCK	496-039	CAMERA ENFORCED VIOLATIONS STOCK	738,600	12 weeks
12	ENVELOPE	498-018	#10 WIN-ADMIN HEARING- PO BOX 5676	258,000	3 weeks
13	ENVELOPE	498-030	#10 WIN-DEPT OF FIN- PO BOX 6289 W/INDICIA	147,996	3 weeks
14	ROLLSTOCK	496-009	IN-PERSON HEARING NOTICE	131,000	4 weeks
15	CUT-SHEET	498-035	DEPARTMENT OF REV. LETTERHEAD CUT SHEETS (BLUE)	72,000	3 weeks
16	ENVELOPE	498-021	#10 WIN-DEPT OF REV- PO BOX 6289 W/OUT INDICIA	66,000	3 weeks
17	ENVELOPE	493-010	#10 WIN-DEPT OF REV-PO BOX 5676	39,996	3 weeks
18	CUT-SHEET	496-021	DOR LETTERHEAD CUT SHEETS (ORANGE)	32,004	3 weeks
19	ENVELOPE	300	6X9 PERMIT MAILING ENVELOPE	24,000	3 weeks
20	ENVELOPE	493-011	#10 WIN-DEPT OF REV-PO BOX	12,000	3 weeks

			803100		
21	ENVELOPE	499-012A	9X12 ENVELOPE (5676 RETURN ADDRESS)	12,000	3 weeks
22	ENVELOPE	493-009	#10 WIN-DEPT OF FIN-PO BOX 803100 WO/INDICIA	12,000	3 weeks
23	ENVELOPE	498-042	#10 WIN COLLECTION LAW ENVELOPE	6,000	3 weeks
24	ENVELOPE	498-031	#10 WIN-DEPT OF REV- PO BOX 6289 – HEARING SCHEDULED	12,000	3 weeks
25	ENVELOPE	493-007	DISABLED PARKING RENEWAL #10 ENVELOPE	36,000	3 weeks
			Total Annual Product	**25,490,808**	
26	TICKET	497-003	Parking Ticket Books Printed (30 per ticket book)	50,000	10 weeks
27	TICKET		ANOV Ticket Books Printed (25 per ticket book) Volume is combined for all MCV tickets below.	16,000	
28	TICKET	MCV-400	Department of Animal Care and Control		12 weeks
29	TICKET	MCV-1300	Department of Buildings		12 weeks
30	TICKET	MCV-600	Department of Consumer		12 weeks
31	TICKET	MCV-800	Department of Business Affairs & Licensing		12 weeks
32	TICKET	MCV-1000	Department of Sewer		12 weeks
33	TICKET	MCV-900	Department of Environment		12 weeks
34	TICKET	MCV-500	Department of Health		12 weeks
35	TICKET	MCV-1400	Department of Special Events		12 weeks
36	TICKET	MCV-1200	Department of Aviation		12 weeks
37	TICKET	MCV-200A	Department of Police		12 weeks
38	TICKET	MCV-100	Department of Streets & Sanitation		12 weeks
39	TICKET	MCV-300	Department of Transportation		12 weeks
40	TICKET	MCV-1100	Department of Water		12 weeks
41	TICKET	MCV-700	Department of Zoning		12 weeks
			Total Annual Ticket Books	**75,933**	

Schedule K
Key Personnel

1. **INTRODUCTION**

   This Schedule lists the Key Personnel in Exhibit K-1 and the Key Positions in Exhibit K-2 which are subject to the provisions of the Agreement.

Exhibit K-1
Key Personnel

2.   **KEY PERSONNEL - NAMED**

The following are the Named Personnel as the term is used in the Agreement:

1. *Hebrew Boone* - Project Executive

2. *Ronald Kaiser* - Deputy Project Executive

3. *Efraim Arenas* - Customer Service Manager

Exhibit K-2
Key Positions

3. **KEY POSITIONS**

The following will be deemed Key Positions as the term is used in the Agreement:

1. Forms Management Specialist – **Fany Hernandez**
2. CANVAS On-line and Website Java Developer – **Nisha Jessup**
3. CANVAS SQL Batch Application / Reporting Developer- **Amy Wellman**
4. CANVAS Java Batch Application Developer - **Angie Cruz-Dewgard**
5. Lead Help Desk Specialist – **Raquel Rivera**
6. Help Desk / 3rd Party Specialist – **Gus Hearn**
7. Lead Call Center Specialist – **Mario Nunez Jr**
8. Call Center Specialist – **Sharon Nugin**
9. Lead Data Capture and Verification Specialist – **Edgar Lopez**
10. Lead Payment Processing Specialist – **Tracy Speed**
11. Payment Research Specialist – **Patricia Saddler**
12. Payment Processing Specialist – **Tarita Eskridge**
13. Infrastructure Support
    a. **Peter Gichinga**
    b. **Samuel Warren**
14. IT Support – **Matthew Rakowsky**
15. IT Architect – **Ben Hoffman**

Schedule L
Dedicated Facility

5. INTRODUCTION

This Schedule lists the dedicated facility including the data center from which Contractor will provide the Services to City and where City staff will be co-located.

Schedule Exhibit L-1 provides details on the Lease for the associated dedicated facility, as appropriate.

6. FACILITY

DATA CENTER / FACILITY ADDRESS
Data Center:
33 West Monroe St. Chicago, Illinois 60603
Facility:
33 West Monroe St. Chicago, Illinois 60603

Schedule M
Machines

1. INTRODUCTION

This Schedule lists the Machines that Contractor will provide at their facilities using to deliver the Services under the Agreement.

2. SERVICES MACHINES

Item #	Type and Description	Address
1	IBM p Series server	Data Center
2	IBM x Series server	Data Center
3	IBM disk storage	Data Center
4	IBM tape drives and library	Data Center
5	Scanner Equipment	Facility
6	Payment Processing Equipment	Facility

3. HARDWARE AND COMPONENTS

Item #	Hardware Component	Software Component	Description
1	pSeries Production HTTP Server	IBM HTTP Server Development and Staging Instances	Instance 1) IBM HTTP Server utilized for middleware changes and application development/unit testing related to Parking Ticket Search and Payment Website authentication services. Instance 2) IBM HTTP Server utilized for system, regression, and UAT of middleware and application changes/modifications related to Parking Ticket Search/Payment Website authentication services.
1	pSeries Development & Staging HTTP Server	IBM HTTP Server Production Instance	Instance of IBM HTTP Server utilized for production support of the Parking Ticket Search/Payment Website authentication services.
1	pSeries Development & Staging Application Server	WebSphere Application Server v 6.1 – Development & Staging Instances	WebSphere Application Server v6.1 utilized for middleware changes and application development/unit testing related to CANVAS applications, including JVM instances: • Parking Ticket Search and Payment Website • CANVAS JAVA Online • CANVAS JAVA Batch IBM HTTP Server instance utilized for middleware changes and application development/unit testing related to CANVAS JAVA Onlin WebSphere Application Server v6.1 utilized for system, regression, and UAT of middleware and application changes/modifications

Item #	Hardware Component	Software Component	Description
			related to CANVAS applications, including JVM Instances: ▪ Parking Ticket Search and Payment Website ▪ CANVAS JAVA Online ▪ CANVAS JAVA Batch IBM HTTP Server instance utilized for system, regression, and UAT o[f] middleware and application changes/modifications related to CANVAS JAVA Online
1	pSeries Production Application Server	WebSphere Application Server v 6.1– Production Instances	WebSphere Application Server v6.1 utilized for production support [of] the CANVAS applications, including JVM instances: ▪ Parking Ticket Search and Payment Website ▪ CANVAS JAVA Online ▪ CANVAS JAVA Batch IBM HTTP Server instance utilized for production support of CANVAS JAVA Online
1	pSeries Development & Staging Database Server	Oracle Database v 11g – Development & Staging Instances	Oracle Database v 11g instance utilized for middleware changes and application development/unit testing related to CANVAS applications, including: ▪ Parking Ticket Search and Payment Website ▪ CANVAS JAVA Online ▪ CANVAS Batch (JAVA & PL/SQL) Oracle Database v 11g instance utilized for system, regression, and UAT of middleware and application changes/modifications related t[o] CANVAS applications, including: ▪ Parking Ticket Search and Payment Website ▪ CANVAS JAVA Online ▪ CANVAS Batch (JAVA & PL/SQL)
1	pSeries Production Database Server	Oracle Database v 11g - Production Instance	Oracle Database v 11g instance for production support of CANVAS applications, including: ▪ Parking Ticket Search and Payment Website ▪ CANVAS JAVA Online ▪ CANVAS Batch (JAVA & PL/SQL)
1	pSeries Reporting Database Server	Oracle Database v 11g - Reporting Instance	Oracle Database v 11g instance for production support of CANVAS reporting, including: ▪ Business Objects Reporting ▪ PL/SQL Reporting
1	pSeries Test Imaging Server – Image Index	Content Manager On Demand, DB2 Instance	Content Manager On Demand, DB2 instance for production support of the imaging interface with CANVAS Online.
1	pSeries Test Imaging Server - Object Instance	Content Manager On Demand, Object Server Instance	Content Manager On Demand, Object Server Instance for production support of the imaging interface with CANVAS Online.
1	pSeries Test	Content Manager On	Content Manager On Demand, DB2 instance utilized for

Item #	Hardware Component	Software Component	Description
	Imaging Server - Image Index and Object Instances	Demand, DB2 Instance & Content Manager On Demand, Object Server Instance	middleware changes and application development, unit, system, regression, and UAT testing related to imaging interface with CANVAS Online. Content Manager On Demand, Object Server instance utilized for middleware changes and application development, unit, system, regression, and UAT for the imaging interface with CANVAS Online.
	Application Developer Workstation	Rational Tool Suite Quest - TOAD	Application development toolset utilized by Application Developers to complete application development and testing efforts for CANVAS applications, including: ■ Parking Ticket Search and Payment Website ■ CANVAS Online ■ CANVAS Batch (JAVA & PL/SQL)
2	Windows 2003 Server	Readsoft – Forms Test	Test environment for Readsoft FORMS business operations software solution utilized to complete application development and testing efforts.
2	Windows 2003 Server	Readsoft – Forms Production	Production environment for Readsoft FORMS business operations software solution.
2	Windows 2003 Server	Kofax – Capture Test	Test environment for Kofax Capture business operations software solution utilized to complete application development and testing efforts.
2	Windows 2003 Server	Kofax – Capture Production	Test environment for Kofax Capture business operations software solution utilized to complete application development and testing efforts.
2	Windows 2003 Server	Creditron - Item Age and Image Inquire Software	Production environment for Crediton business operations software solution.
2	Windows 2003 Server	Camera and Photo Image Capture Server	Production environment for collecting camera and photo images related to CANVAS business operations.
2	Windows 2003 Server	FTP and File Server	Supports file sharing for CANVAS staff business operations and FTP Server services for City intranet file transfers.
2	Windows 2003 Server	Video Camera Server	Supports video camera surveillance system in the Contractor facility.
3	Storage Area	Integrated software	Storage solution in place to provide storage capacity for both the Application Development and Application Production

Item #	Hardware Component	Software Component	Description
	Network IBM v7000		Environments.
4	pSeries Storage Server TS3310 (model 3576) LTO 1 & 5 Tape drives	Tivoli Storage Manager (TSM)	System utilized to complete backup and recovery of both the Application Development and Application Production Environments.
5	Scanner – Kodak / Fujitsu	Readsoft Ascent Capture	High Speed Scanners for ANOV, Tickets, CBM and IPH and associated scanning requirements
6	Encoder	Creditron	Payment processing Check Encoding equipment
6	Cutters		Payment processing envelope cutters equipment
6	Letter Folder / Envelope Inserter		Payment processing / correspondence equipment

4.   REFRESH SCHEDULE

Item #	Equipment Type	Refresh Cycle	Initial Technology Refresh Schedule	Additional Technology Refresh Schedule
1	IBM p Series servers	4 year refresh	Q1 – 2013	Q1 - 2017
2	IBM x Series servers	4 year refresh	Q1 – 2013	Q1 – 2017
3	IBM SAN/NAS storage	4 year refresh	October 2012	October 2016
4	Network (LAN/WAN) hardware	5 year refresh	2012	2017
5	Scanner Equipment	1 refresh / term	2014	n/a
6	Payment Processing Equipment	1 refresh / term	2014	n/a

Schedule N
Software

1. INTRODUCTION

This Schedule lists the Software that Contractor will be using to deliver the Services under the Agreement.

2. APPLICATIONS SOFTWARE PROVIDED BY CITY

Item Number	MFG	Application Name and Description
1	Oracle	Oracle Database v11 Enterprise Edition
2	ADSLink	Spidr software – credit card processing
3	SAP	SAP Business Objects

3. SYSTEMS SOFTWARE PROVIDED BY CONTRACTOR

Item Number	MFG	Application Name and Description
1	IBM	AIX
2	Microsoft	Windows Server 2003 / 2008
3	IBM	DB2

4. CANVAS MIDDLEWARE PRODUCTS PROVIDED BY CONTRACTOR

Item #	MFG	Application Name and Description
1.	IBM	WebSphere Application Server v6
2.	IBM	Content Manager OnDemand v7.2.7
3.	IBM	Rational Application Developer / Host access
4.	IBM	WebSphere MQ series v6
5.	Readsoft	Eyes & Hands forms v5.3
6.	Kofax	Capture Image scanning v9
7.	Kofax	Ascent Capture v7.5
8.	NCR	Purepay v9
9.	Microsoft	SQL Server Standard Ed. v2005
10.	Symantec	Endpoint Server v11

Schedule O
Notices Mailed Date

1. INTRODUCTION

This Schedule lists the required Mail Date per designated Form Type (ie. Notice) Contractor will provide to City as set forth in the Agreement.

2. MAIL DATE BY NOTICE

#	Notice Form Type	Mail Date
1	Camera Enforcement Violation - Red-Light Violation Notice	Friday
2	Notice of Violation - Non-"917" Hand Held Tickets WITHOUT Photos	Wednesday
3	Notice of Violation – "917" Hand Held Tickets WITH Photos	Friday
4	Camera Enforcement Violation - Street Sweeper Notice	Friday
5	Notice of Determination	Wednesday
6	Consolidated Notice	Wednesday
7	Collection Notice (Final Notice)	Thursday
8	2nd Collection Notice (Letter)	Thursday
9	Certification Letter to Secretary of State	Fedex by Thursday
10	FTA – Default Determination Letter	Friday
11	Notification of Hearing	Friday

1.   **INTRODUCTION**

This Schedule describes the methodology by which "Projects" and project related services will be performed under the Agreement and the overall Project management process that will be implemented in order to support delivery of such Projects.

2.   **PROJECTS**

a.   Contractor will perform Projects as reasonably requested by City as part of the Services to the extent each such Projects as a result of the Service Request process:

(1)   is a short term project and does not require a significant allocation of resources;

(2)   can be performed using existing resources currently assigned to perform the Services (i.e. no new skills are required);

(3)   can be reasonably performed without adversely affecting Contractor's ability to deliver the Services in accordance with the Service Levels; and

(4)   is within the scope of the Agreement

b.   To the extent a Project does not meet the criteria set forth in Section 2(a) above, the Parties will mutually agree on an appropriate manner to handle the Project, which, subject to an Amendment to the Agreement, may include:

(1)   Contractor performing such a Project at no additional cost and may be subject to City re-prioritizing the work to be performed by Contractor (including the Services) and/or giving Contractor relief from Service Levels or other obligations in order to complete the Project, as appropriate.

(2)   Contractor performing such a Project based on the mutually agreed to project estimate, the City re-prioritizing the work to be performed by Contractor (including the Services) and/or giving Contractor relief from Service Levels or other obligations in order to complete the Project.

3.   **PROJECT MANAGEMENT PROCESS**

a.   Contractor's Project management process is based upon the premise that the Contractor Project Executive has overall responsibility and accountability to meet agreed upon quality, cost, schedule and technical objectives of the Project.

b.   City and Contractor will each assign an individual to a Project (each **Project Manager** and collectively the **Project Managers**) who has the authority to represent and bind City and Contractor, respectively, for that Project and who will have specific operational roles as described below and further delineated in the Project Plan. A Project Manager may be assigned to oversee more than one Project at a time. City and Contractor will each provide the other reasonable advance written notice of a change to their respective Project Manager and will discuss any objections the other has to such change.

c.   City and Contractor will develop a Project Plan as specified in Section 5 (Project Plan) below, as applicable. Upon City's and Contractor's signature of such Project Plan, the Project Plan will be

assigned a sequential number and will be attached to, and become a part of, this Schedule, for example, Project Plan J-1 (Title), Project Plan J-2 (Title). The terms and conditions of this Agreement will apply to all Projects, except to the extent expressly amended by the applicable Project Plan.

4.   PROJECT MANAGERS

a.   Contractor Responsibilities

The Contractor Project Manager will:

(1)   be the single point of contact to City for establishing and maintaining communications through the City Project Manager regarding the Project;

(2)   develop the detailed Project Plan in conjunction with the City Project Manager;

(3)   measure, track and evaluate progress against the Project Plan;

(4)   maintain files of the Project Plan and any associated documentation;

(5)   manage the Project for Contractor including planning, directing, and monitoring all Project activities;

(6)   establish the Contractor Project team and, in conjunction with the City Project Manager, orient team members regarding the Project management process and the Project Plan, including individual responsibilities, deliverables, and schedules;

(7)   provide operational guidance to, manage and be accountable for the performance of Contractor's employees and Subcontractors assigned to the Project;

(8)   define and monitor the support resources required for the Project;

(9)   implement all changes consistent with the Project Service Request process set forth in Section 6 (Service Request Process) below;

(10)   resolve deviations from the Project Plan with the City Project Manager;

(11)   identify and address Project issues with the City Project Manager;

(12)   plan, schedule, conduct and participate in periodic Project planning, review, status meetings, as applicable, including review of the work products being produced;

(13)   coordinate and schedule the attendance of Contractor's employees and Subcontractors, as appropriate, at such periodic planning, review, and status meetings; and

(14)   provide periodic written status reports to City that provides information such as schedule status, technical progress, issue identification and related action plans.

b.   City Responsibilities

The City Project Manager will:

(1)   be the single point of contact for the management of City's obligations under the Project;

(2)   serve as the interface between the Project team members and City's business functions, units, or City Vendors participating in the Project;

(3)   define City's business and technical requirements for each Project;

(4)   assist Contractor in Contractor's development of the detailed Project Plan and validate that the Project Plan meets City's business and technical requirements;

(5)   establish the City Project team and, in conjunction with the Contractor Project Manager, orient team members regarding the Project management process and the Project Plan, including individual responsibilities, deliverables, and schedules;

(6)   provide operational guidance to, manage and be accountable for the performance of City's employees and City Vendors assigned to the Project;

(7)   implement all changes consistent with the Project change control process set forth in Section 6 (Service Request Process) below;

(8)   participate in and provide necessary support during periodic Project planning, review, and status meetings, as scheduled by Contractor;

(9)   obtain and provide information, data, decisions and approvals, within the agreed time period, which, for existing Projects, will be within five Business Days of Contractor's request, unless otherwise mutually agreed upon;

(10)   coordinate and schedule the attendance of City employees and City Vendors, as appropriate, at planning, review, and status meetings scheduled by Contractor;

(11)   identify and address Project issues with the Contractor Project Manager;

(12)   escalate Project issues within City's management as needed;

(13)   assist Contractor in resolution of deviations from the Project Plan;

(14)   participate in periodic Project reviews, as requested by Contractor; and

(15)   review the deliverables to determine if they meet the completion criteria set forth in the applicable Project Plan and, within the specified time frame, inform the Contractor Project Manager in writing of the results of such review.

5.   PROJECT PLAN

A Project Plan should contain the following information:

a.   Project Managers

This section will identify City' and Contractor's respective Project Managers including name, address, telephone number, pager number, and fax number.

b.   Purpose and Scope of Work

This section will provide a summary of the overall purpose of the Project and define the scope of work to be performed.

c.   Assumptions and Dependencies

This section will describe any key assumptions or dependencies upon which the Project was based or is dependent upon for successful completion, or both.

d.   Definitions

This section will define any terms specific to the Project.

e.   Contractor Responsibilities

This section will describe the responsibilities that Contractor is required to perform in order to complete the Project.

f.   City Responsibilities

This section will describe the responsibilities that City is required to perform in order to complete the Project.

g.   Required Equipment and Materials

This section will list all required equipment and materials including, hardware and software, that City or Contractor must provide in order to facilitate completion of the Project.

    h.   Deliverables

This section will provide a description of any items to be delivered by Contractor under the Project.

    i.   Estimated Schedule

This section will provide the estimated schedule for completion of the Project, including any Milestones and target dates for completion.

    j.   Completion Criteria

This section will state the Completion Criteria that Contractor must meet in order to satisfy its obligations under the Project.

    k.   Charges

This section will specify the applicable charges, if any, for the Project (for example, included within the Annual Services Charge or performed for additional charges on a fixed price or time and materials basis).

    l.   Additional or Unique Terms and Conditions

This section will identify terms and conditions, if any, in addition to or different from the terms and conditions of this Agreement.

6. PROJECT SERVICE REQUEST PROCESS

The Project Service Request process is part of the overall project management system which will be implemented by Contractor to control changes to the Services. Either City or Contractor may request a change to a Project subject to the following this Project Service Request process:

    a.   A Project may be changed only in writing signed by an authorized representatives of both City and Contractor.

    b.   All Project Change Requests (**PCRs**) must be submitted in writing by the requesting Contractor or City Project Manager. The PCR will reference the Project, describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Project if it is accepted and if it is rejected.

    c.   The Project Managers will review the PCR and either:

        (1)   recommend approval of the change by authorized representatives of City and Contractor signing the PCR. Upon such approval, the change will be implemented; or

        (2)   agree in writing to submit the PCR for further investigation and to pay Contractor for its reasonable charges, if any, for Contractor's investigation. Such investigation will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the PCR. City and Contractor will then agree to mutually approve or reject the PCR. If City and Contractor do not agree, either Contractor or City may submit such PCR to the Project Executives for resolution; or

        (3)   reject the PCR. If rejected, the PCR will be returned to the requesting Project Manager along with the reason for rejection.

7. COMPLETION

    a.   Contractor will notify City in writing when the completion criteria for a deliverable has been met.

b. City must inform Contractor, in writing, within ten Business Days following receipt of Contractor's notification if City believes Contractor has not met the completion criteria, together with reasonable detail as to the reasons for such belief.

c. The Contractor Project Manager will consider City's timely request for revisions, if any, within the context of Contractor's obligations.

d. City revisions, agreed to by Contractor, will be made and the Project deliverable will be resubmitted to the City Project Manager, at which time such deliverable will be deemed Accepted.

e. If Contractor does not receive written notice from City within the time frame specified above and after reasonable follow up and escalation, then the Project deliverables will be deemed Accepted by City.

Schedule Q
Help Desk: FCR Eligible Interactions (FCR-EI)

1. **INTRODUCTION**

   This Schedule lists the CANVAS System Components that Contractor will be using to deliver the Services under the Agreement.

2. **HELP DESK FIRST CONTACT RESOLUTION (FCR) ELIGIBLE INTERACTIONS (EI)**

#	Description	FCR Eligible
1	Reporting network connectivity issue (City network)	x
2	Application configuration request (client side)	x
3	Request to "pull" Hearing Decision Letter	x
4	Data correction requests	x
5	Ticket image request - Fax / Email / Mail	x
6	CANVAS Application "how-to..." request	x
7	Reporting application outage/slowness	x
8	Payment related requests	x
9	Referral to City Dept 744-DATA	x
10	Referral to City Staff for SoS Handling	x
11	Request to schedule a hearing	x
12	Transfer of Liability Confirmation (3rd Party)	x
13	Request for Ticket information	x
14	Request to update ticket information	x
15	Request for specific Agent	x
16	Request requiring a Developer	x
17	Request for Red-Light Video	x
	USERID Maintenance **	
18	Requesting CANVAS new user Add	x
19	CANVAS role Change	x
20	CANVAS user ID Revocation (Authorized requester)	x
21	CANVAS user ID Termination (Authorized requester)	x
22	CANVAS password reset	x

Schedule R
Reports

1. **INTRODUCTION**

   . This Schedule lists the Reports Contractor will provide to City as set forth in the Agreement.

2. **REPORTS**

   DoF = Dept of Finance   **DoAH** = Dept of Administrative Hearings

#	Report Name	Requesting Department	Freq	Available	Time Available
1	A48742 Daily Seizure – Erroneous Disposition	DoAH DoF	Daily	Tuesday – Saturday	9:00 AM
2	Disabled Permits - Daily Work Report	DoF	Daily	Monday – Friday	9:00 AM
3	Disabled Permits - Pending Survey Assigned Surveyor	DoF	Daily	Monday – Friday	9:00 AM
4	Authorized for Release	DoF	Daily	Tuesday – Saturday	9:00 AM
5	Daily Hold Seizure Report	DoF	Daily	Tuesday – Friday	9:00 AM
6	Daily Paid Tow Report	DoF	Daily	Tuesday – Friday	9:00 AM
7	Average Hearing Time	DoAH	Weekly	Monday	12:00 PM
8	ALJ Weekly Productivity Report	DoAH	Weekly	Monday	12:00 PM
9	ALJ Weekly Seizure Productivity	DoAH	Weekly	Monday	12:00 PM
10	Default Determination Certification Report	DoAH	Weekly	Monday	12:00 PM
11	Weekly DoAH Seizure Releases	DoAH	Weekly	Monday	12:00 PM
12	A48915 - Weekly Deferred by ALJ	DoAH	Weekly	Monday	12:00 PM
13	A48300 - Tickets Created from January 2010 - Current (Month to Date) for Violation code 0980095	DoF	Weekly	Monday	12:00 PM
14	Boot Escalation Log	DoF	Weekly	Friday	12:00 PM
15	Disabled Permits - Pending CDOT Removal	DoF	Weekly	Monday	12:00 PM
16	Red Light Intersection Report	DoF	Weekly	Monday	12:00 PM
17	Seizure Performance Analysis - Weekly Results (Mon to Sat)	DoF	Weekly	Monday	12:00 PM
18	A47496 – Listing of Tickets On Hold	DoF	Weekly	Monday	12:00 PM
19	A47497 - Disabled Permits Street Ops Survey Performance	DoF	Weekly	Friday	12:00 PM
20	CANVAS - Handheld Missing Range from Past 2 Weeks	DoF	Weekly	Monday	12:00 PM
21	Current Month to Date Revenue and Adjustments	DoF	Weekly	Tuesday	12:00 PM
22	Disabled Permits - Renewal Queue Second Notice Without Removal Req Date	DoF	Weekly	Monday	12:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
23	GOA Report	DoF	Weekly	Friday	12:00 PM
24	VPS021 Weekly Paid DLS Certification Report	DoF	Weekly	Monday	12:00 PM
25	Weekend Hold Seiz Report	DoF	Weekly	Monday	12:00 PM
26	Weekend Paid Tow Report	DoF	Weekly	Monday	12:00 PM
27	A48908 - Report on tickets issued to Meter violation code (all units)	DoF	Weekly	Monday	12:00 PM
28	Contractor Performance	DoF	Weekly	Thursday	5:00 PM
29	A48121 - Out of State Tickets by Queue Breakdown	DoAH DoF	Monthly	5th Business Day of the Month	12:00 PM
30	A48243 - Number of Nixies Processed per Month	DoAH DoF	Monthly	15th Business Day of the Month	5:00 PM
31	ANOV Summary Charts (Data Capture/Verification) - 2008 thru Current YTD	DoAH DoF	Monthly	10th Business Day of the Month	5:00 PM
32	ANOV Monthly Ticket - Payment Collections	DoAH DoF	Monthly	10th Business Day of the Month	5:00 PM
33	Boot Tow Statistics Report	DoAH DoF	Monthly	1st Business Day of the Month	12:00 PM
34	Chicago Parking Customer Issues & Watch Lists Log (Customer Meeting)	DoAH DoF	Monthly	Monday prior to 2nd Thursday of the Month	5:00 PM
35	Call Center Automated Call Distribution (ACD)	DoAH DoF	Monthly	5th Business Day of the Month	5:00 PM
36	Customer Service Dashboard	DoAH DoF	Monthly	5th Business Day of the Month	5:00 PM
37	Help Desk Reports	DoAH DoF	Monthly	5th Business Day of the Month	5:00 PM
38	Method of Payment Rates - 2003 thru Current YTD	DoAH DoF	Monthly	10th Business Day of the Month	5:00 PM
39	Business Results Review Presentation	DoAH DoF	Monthly	2nd Thursday of the Month	5:00 PM
40	SLR Reporting	DoAH DoF	Monthly	Monday prior to 2nd Thursday of the Month	5:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
41	Status Report	DoAH DoF	Monthly	Monday prior to 2nd Thursday of the Month	5:00 PM
42	VPS004 Monthly DLS Statistics Report	DoAH DoF	Monthly	15th Business Day of the Month	12:00 PM
43	VPS008 Monthly Ticket Issuance Report	DoAH DoF	Monthly	3rd Business Day of the Month	12:00 PM
44	VPS022 YTD Revenue Statistics By License Plate Type Report	DoAH DoF	Monthly	15th Business Day of the Month	12:00 PM
45	VPS508 Monthly Revenue Statistics Report	DoAH DoF	Monthly	1st Business Day of the Month	12:00 PM
46	ALJ Redlight Productivity Report	DoAH	Monthly	2nd Business Day of the Month	5:00 PM
47	VPS555 Tickets Decided By Queue By Violation	DoAH	Monthly	5th Business Day of the Month	5:00 PM
48	VPS561 Tickets Decided By Violation Code	DoAH	Monthly	5th Business Day of the Month	5:00 PM
49	VPS563 Tickets Decided By ALJ	DoAH	Monthly	1st Business Day of the Month	5:00 PM
50	ALJ Productivity Report	DoAH	Monthly	1st Business Day of the Month	5:00 PM
51	ALJ Seizure Productivity Report	DoAH	Monthly	1st Business Day of the Month	5:00 PM
52	Open Cases	DoAH	Monthly	1st Business Day of the Month	5:00 PM
53	VPS015 Monthly Hearing Statistics Report	DoAH	Monthly	1st Business Day of the Month	5:00 PM
54	VPS562 Tickets Decided By ALJ, Violation Code, and Queue	DoAH	Monthly	1st Business Day of the Month	5:00 PM
55	VPS566 Monthly Motion To Set Aside Report	DoAH	Monthly	1st Business Day of the Month	5:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
56	VPS577 Monthly Boot Tow Disposition	DoAH	Monthly	1st Business Day of the Month	5:00 PM
57	VPS578 Hearing Site Report	DoAH	Monthly	1st Business Day of the Month	5:00 PM
58	A48340 - Law Firm Payment Report	DoF	Monthly	10th Business Day of the Month	5:00 PM
59	A46604 - ALJ Letters Report by day	DoF	Monthly	1st Business Day of the Month	5:00 PM
60	A47895 - Payments Received by Month by Ticket Issue Date (Current Year)	DoF	Monthly	5th Business Day of the Month	5:00 PM
61	A47948 - Total Revenue and Ticket Fee Report	DoF	Monthly	10th Business Day of the Month	5:00 PM
62	A47986 - Disabled Permit - Permits in the ground	DoF	Monthly	1st Business Day of the Month	5:00 PM
63	A47998 - Disabled Permit Average time to install sign	DoF	Monthly	1st Business Day of the Month	5:00 PM
64	A48047 - Disabled Permit - New Applications by Month	DoF	Monthly	1st Business Day of the Month	5:00 PM
65	A48048 - Disabled Permit - New Applications Recommended & Not Recommended by Month	DoF	Monthly	1st Business Day of the Month	5:00 PM
66	A48049 - Disabled Permit - Number Removed for the Month	DoF	Monthly	1st Business Day of the Month	5:00 PM
67	A48050 - Disabled Permit - Number Installed for the Month	DoF	Monthly	1st Business Day of the Month	5:00 PM
68	A48051 - Disabled Permit - Number Active for the Month	DoF	Monthly	1st Business Day of the Month	5:00 PM
69	A48051 - Disabled Permit - Number Active YTD	DoF	Monthly	1st Business Day of the Month	5:00 PM
70	A48093 - Outstanding Debt less Uncollectible by Referral Agency, Ticket Type, Payment Plan Indicator, and Ticket Issue Year	DoF	Monthly	5th Business Day of the Month	5:00 PM
71	A48094 - NSF/Chargeback Report	DoF	Monthly	15th Business Day of the Month	5:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
72	A48099 - Payments by Origin (YTD & Month)	DoF	Monthly	5th Business Day of the Month	5:00 PM
73	A48244 USPS Pymt Report	DoF	Monthly	10th Business Day of the Month	5:00 PM
74	A48322 - Monthly Boot and Boot GOA Report by Unit	DoF	Monthly	4th Business Day of the Month	5:00 PM
75	A48340 - Law Firm Payment Report	DoF	Monthly	5th Business Day of the Month	5:00 PM
76	A48409 - Tickets created, paid, contested, withdrawn by violation code	DoF	Monthly	3rd Business Day of the Month	5:00 PM
77	A48430 - Performance Matrix Unit YTD - Unit 728	DoF	Monthly	4th Business Day of the Month	5:00 PM
78	A48460 - Outstanding Notices, Tickets, & Current Amount Due by Referral Agency	DoF	Monthly	10th Business Day of the Month	5:00 PM
79	A48569 - Tickets issued by current queue	DoF	Monthly	10th Business Day of the Month	5:00 PM
80	A48594 – Parking and Automated Camera Tickets Created - YTD	DoF	Monthly	10th Business Day of the Month	5:00 PM
81	A48729 - Performance Matrix Unit YTD - Unit 729	DoF	Monthly	4th Business Day of the Month	5:00 PM
82	A48841 - Fleet Account – Outstanding Debt	DoF	Monthly	Day after Corporate Noticing completes	5:00 PM
83	CANVAS - Windshield Payments (A48142/A48152)	DoF	Monthly	5th Business Day of the Month	5:00 PM
84	Disabled Permits - Alderman Removal Notification	DoF	Monthly	1st Business Day of the Month	5:00 PM
85	First Collection Payments	DoF	Monthly	15th Business Day of the Month	5:00 PM
86	FOIA Website posting	DoF	Monthly	10th Business Day of the Month	5:00 PM
87	I48855 - GOA Report MTD	DoF	Monthly	1st Business Day of the	5:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
				Month	
88	Law Firm Default Payment Plan Summary	DoF	Monthly	10th Business Day of the Month	5:00 PM
89	Law Firms - Payments Received on Referred Tickets	DoF	Monthly	5th Business Day of the Month	5:00 PM
90	Monthly Boot Queries	DoF	Monthly	5th Business Day of the Month	5:00 PM
91	Monthly Law Firm Referrals	DoF	Monthly	5th Business Day of the Month	5:00 PM
92	Monthly Payment Plan Report	DoF	Monthly	1st Business Day of the Month	5:00 PM
93	N46581- Scofflaw Report	DoF	Monthly	5th Business Day of the Month	5:00 PM
94	Notice Counts	DoF	Monthly	5th Business Day of the Month	5:00 PM
95	Top 12 Violation Codes Paid - YTD (Monthly)	DoF	Monthly	10th Business Day of the Month	5:00 PM
96	Performance Matrix Unit	DoF	Monthly	6th Business Day of the Month	5:00 PM
97	Performance Matrix Unit 252	DoF	Monthly	10th Business Day of the Month	5:00 PM
98	Performance Matrix Unit 498 502	DoF	Monthly	3rd Business Day of the Month	5:00 PM
99	Police - Area Created and Spoiled Tickets w Summary	DoF	Monthly	2nd Business Day of the Month	5:00 PM
100	Police - Spoiled Reason Report	DoF	Monthly	2nd Business Day of the Month	5:00 PM
101	Police - Unit Report	DoF	Monthly	2nd Business Day of the Month	5:00 PM
102	Redlight Breakout By Approach	DoF	Monthly	2nd Business Day of the Month	5:00 PM

#	Report Name	Requesting Department	Freq	Available	Time Available
103	Revenue Analysis Adjustment Summary	DoF	Monthly	10th Business Day of the Month	5:00 PM
104	Second Collection Payments	DoF	Monthly	1st Business Day of the Month	5:00 PM
105	SOS Request Log Report (Monthly)	DoF	Monthly	10th Business Day of the Month	5:00 PM
106	Tickets Created By State	DoF	Monthly	2nd Business Day of the Month	5:00 PM
107	Unit 498 & 502 YTD	DoF	Monthly	3rd Business Day of the Month	5:00 PM
108	VPS003 YTD Out-of-State Payment Statistics Report	DoF	Monthly	1st Business Day of the Month	5:00 PM
109	Web Payment Collection	DoF	Monthly	2nd Business Day of the Month	5:00 PM
110	Technical Infrastructure Review Summary	DoAH DoF	Quarterly	by Last Day of Quarter	5:00 PM
111	Asset Listing	DoAH DoF	Annual	By Last Day of February	5:00 PM

Schedule S
Security and Compliance Requirements

1. **INTRODUCTION**

    This Schedule lists the City security requirements as of the Effective Date for which Contractor must adhere.

2. **SECURITY REQUIREMENTS**

    As defined in the documents:

    City IT Security Policy

    City IT Security Controls

    IBM GSD331

    City will provide the latest version of the City owned and managed documents to Contractor by the end of the 4th month of the Agreement. Any material changes to these document after the Effective Date will be handled through Service Request process.

Schedule T
Acronyms

1. INTRODUCTION

This Schedule lists the Acronyms used in the Agreement.

2. ACRONYMS

#	Acronym	Definition
1	744-PARK	312-744-7275
2	ACB	Example of a physical database object
3	ACD	Automatic Call Distributor
4	AHMS	Administrative Hearings Management System
5	AIX	Advanced Interactive eXecutive - IBM AIX (operating system)
6	ANOV	Administrative Notice of Violation
7	ARC	Additional Resource Charge
8	ARIN	American Registry of Internet Numbers
9	AHMS	Administrative Hearings Management System
10	CANVAS	Central Adjudication, Noticing, and Violation Administration System
11	CC	Call Center
12	CIP	Centralized Invoice Processing
13	CMOD	Content Manager on Demand
14	CPO	Chief Procurement Officer
15	CPU	Central Processing Unit
16	CR	Change Request
17	CSR	Customer Service Representative
18	CTI	Computer Telephony Integration
19	DASD	Direct access storage device
20	DBD	Example of a physical database object
21	DBE	Disabled-owned Business Enterprise
22	DBMS	Database Management System
23	DDL	Example of a physical database object
24	DLQ	Dead letter queue (i.e. Middleware DLQ handler)
25	DMZ	Demilitarized Zone
26	DOAH	Department of Administrative Hearings
27	DOF	Department of Finance
28	DOR	Department of Revenue
29	DPS	Department of Procurement Services
30	DR	Disaster Recovery
31	DSS	Data Security Standard
32	EDI	Electronic Data Interchange
33	EDS	Economic Disclosure Statement
34	EFT	Electronic Funds Transfer
35	EI	Eligible Interactions
36	FCR	First Contact Resolution
37	FTP	File Transfer Protocol
38	GBMAN	Gigabit Metropolitan Area Network
39	GSMRT	Global System Management Reporting Technology

40	GUI	Graphical User Interface
41	HD	Help Desk
42	HIPAA	Health Insurance Portability and Accountability Act of 1996
43	HITECH	Health Information Technology for Economic and Clinical Health (HITECH) Act
44	HTTP	Hypertext Transfer Protocol
45	IBM	International Business Machines
46	ID	Identification
47	ILCS	Illinois Compiled Statutes
48	IMAC	Installs Moves Adds and Changes
49	IP	Internet Protocol
50	IP	Intellectual Property
51	IPT	Internet Protocol Telephony (IP Telephony)
52	IRIS	Integrated Revenue Information System
53	ISC	Integrated Solutions Console
54	ISM	Integrated Service Management
55	IT	Information Technology
56	ITM	IBM Tivoli Monitoring
57	IVR	Interactive Voice Response
58	KPI	Key Performance Indicator
59	LAN	Local Area Network
60	MBE	Minority Business Enterprise
61	MCV	Municipal Code Violation
62	MQ	Message Queue, also known as WebSphere MQ
63	MWBE	Minority/Women Business Enterprise
64	NCOA	National Change of Address
65	PBX	Private Branch Exchange (private telephone switchboard)
66	PCI	Payment Card Industry (MasterCard data security standard)
67	PCR	Project Change Request
68	PE	Project Executive
69	PGP	Pretty Good Privacy
70	PHI	Protected Health Information (HIPAA Administrative Simplification Provision)
71	PII	Personally Identifiable Information
72	PIM	Process Interface Manual
73	PL SQL	Procedural Language/Structured Query Language
74	PMO	Project Management Office
75	PO	Project Office
76	PTF	Program Temporary Fix
77	RCA	Root Cause Analysis
78	RMON	Remote Network Monitoring
79	RRC	Reduced Resource Credit
80	SAN	Storage Area Network
81	SL	Service Level
82	SLC	Service Level Credit
83	SLR	Service Level Requirement
84	SNMP	Simple Network Management Protocol
85	SOS	Scope of Services
86	SOS	Secretary of State
87	SPOC	Single Point Of Contact
88	SQL	Structured Query Language
89	TDD	Telecommunication Device for the Deaf

90	TQM	Total Quality Management
91	TSM	Tivoli Storage Manager
92	TSRM	Tivoli Service Request Manager
93	TWS	Tivoli Workload Scheduler
94	UAT	User Acceptance Testing
95	UNIX	Uniplexed Information and Computing System (Operating System)
96	USPS	United States Postal Service
97	VPN	Virtual Private Network
98	VRU	Voice Response Unit
99	WAN	Wide Area Network
100	WBE	Woman-owned Business Enterprise
101	XML	Extensible Markup Language

Schedule U
Management Committee

The Management Committee shall consist of eight (8) executives, four (4) each from City and Contractor, who shall meet periodically (usually quarterly) to provide long-range strategic project planning, direction, executive project oversight, and executive issue resolution (escalation path). The executives may not have direct management authority over the day-to-day operations of the Chicago System.

Contractor's Management Committee members are:

1. IBM Global Technology Services, Director Midwest Sector   Charlie Carpenter
2. IBM Global Technology Services, Director of Public Sector Delivery   Robert Andrejko
3. IBM Public Sector Industry   Jim Lautenbach
4. IBM Project Executive   Hebrew D. Boone

City's Management Committee members are:

1. City of Chicago, Department of Innovation Technology
2. City of Chicago, Director of Administrative Hearings
3. City of Chicago, Managing Deputy Director of Finance
4. City of Chicago, Deputy Budget Director

Schedule Z
Glossary

The following terms have the meanings set forth below when used in this Agreement.

1. **24 x 7** – all calendar days and all hours in those days for the entire year

2. **24 x 5** – 24 hours a day for 5 days (Monday through Friday) a week for the entire year

3. **Acceptance or Accepted** means that a Deliverable provided to the City satisfies the Acceptance Criteria set forth in a deliverable or Project plan.

4. **Acceptance Criteria** means mutually agreed written conditions Contractor is required to meet to satisfy its obligations for testing a deliverable or a Project as set forth in the applicable deliverable or Project plan.

5. **Actual Monthly Charge** – means for any month during the Term the actual recurring net charges less pass-through expenses (if any) for that month invoiced by Contractor to City for the Services.

6. **Actual Uptime** has the meaning set forth in Exhibit B-1 of Schedule B (Service Levels).

7. **Adaptive Maintenance** is any application maintenance activity which is required to adapt the CANVAS system(s) to changes in operational conditions, environments, requirements or changing business volumes

8. **Additional Resource Charge or ARC** – means the charge, as set forth in Schedule C (Charges), to City if City' usage is above the applicable volumes or Baseline.

9. **Agreement** means this Professional Services Agreement, including all schedules and exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

10. **Annual Services Charge or ASC** – means the yearly recurring charges for the Services provided to the City as set forth in Schedule C (Charges).

11. **Applications Software** is software that "sits on top" of System Software (ie. DB2, Oracle, Websphere) and provides a standard or customized functionality.

12. **Application Support Services** means the Services set forth in the Part entitled "Application Support Services" of Schedule A (Services).

13. **ARC Invoice** has the meaning set forth in the section entitled "Schedule of Compensation" of Schedule C (Charges).

14. **Architecture** means the way a system (for example, infrastructure, application landscape, server or network) is designed and how the components of the system are connected to and operate with another system.

15. **Asset Services** means the Services set forth in the Part entitled "Asset Services" of Schedule A (Services).

16. **At Risk Amount** means, for each month during the Term, ten percent (10%) of the Actual Monthly Charge for the Services.

17. **Attachments** means the Schedules and Exhibits, collectively.

18. **Automated Camera Enforcement** means a system that produces a recorded image of a motor vehicle's violation of a provision of local ordinance and is designed to obtain a clear recorded image of the vehicle and the vehicle's license plate.

19. **Back-Up and Restore Storage** – means the storage attached to the Supported Servers and usable to perform back-up and restore services.

20. **Baseline** – means the quantity of a volume included in the annual service charge (ASC), as set forth in Schedule C (Charges).

21. **Business Day** – will be deemed to be equivalent to the Service Hours for any one calendar day specified for that Services category in Part 1 "General Delivery Management Services" of Schedule A (Services).

22. **Business Hour** means an hour in a Business Day.

23. **Business Hours** - will be deemed to be equivalent to the Service Hours for any one calendar day unless otherwise specified for that Service category in Part 1 "General Delivery Management Services" of Schedule A (Services). In general, Business Hours will reflect the hours in the day where staffing is provided for that service

24. **CANVAS** means the Chicago Adjudication, Noticing and Violation Administration System suite of applications that support the parking ticket and automated camera enforcement citations notifications, collection, and adjudication process.

25. **CANVAS Application Environment** – All specific hardware, customized software and associated third-party applications that constitute the suite of applications that support the parking ticket and Red-Light citations notification, collection and adjudication process

26. **CANVAS Application or CANVAS Application Software** means the software or software related components of the CANVAS Application Environment as listed in Schedule G (Components)

27. **CANVAS Call Center** - means the Services set forth in the Part entitled "Call Center Services" of Schedule A (Services).

28. **CANVAS End Users** – means users of CANVAS Application Environment who are employees of City or City approved 3rd parties.

29. **CANVAS Help Desk services** - means the Services set forth in the Part entitled "Help Desk Services" of Schedule A (Services).

30. **CANVAS Interfaces** - means the interconnections between CANVAS and specific 3rd parties as set forth in Schedule I (Interfaces).

31. **Chicago Parking Ticket Help Line** - means the incoming voice lines necessary to support the 312-744-Park phone lines for CANVAS Call Center Services

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

33. **City** means the City of Chicago.

34. **City Data** means any information owned by City and provided to Contractor for processing on behalf of City in performing the Services.

35. **City Focal Point** – means the individual designated by City to act as the single point of contact within a specified Services area or Facility to whom Contractor may direct all communications related to such Services area.

36. **City Holiday** means the annual City list of holidays as provided by the City Corporation Council (or any other such day(s) as may be identified as a City "shutdown" day)

37. **City Machines** – means machines that are: 1) owned, leased or rented by City on or after the Effective Date; 2) used by Contractor to provide the Services; and 3) listed in Schedule M (Machines).

38. **City-Provided Components** means any equipment, system, program, product, or business process provided to Contractor by City under this Agreement or used by City in conjunction with the Services.

39. **City Vendor** means any entity providing services under a signed agreement with the City.

40. **Commissioner** means the department head of the Department of Finance and / or Department of Administrative Hearings as may be applicable.

41. **Confidential Information** has the meaning set forth in Section 3.11 (Confidentiality) of this Agreement.

42. **Configuration** – means the hardware and Software designated for support of the Critical Functions during a declared Disaster.

43. **Contractor** means International Business Machines Corporation.

44. **Contractor Data Center** – means the Machines and Software to be located at an Contractor location or at such other locations as Contractor may establish thereafter.

45. **Contractor Focal Point** – means the individual designated by Contractor to act as the single point of contact within a specified Services area or Facility to whom City may direct all communications related to such Services area or Facility.

46. **Contractor Laws** means the laws applicable to Contractor in its capacity as an information technology services provider.

47. **Contractor Machines** – means machines that are: 1) owned, leased or rented by Contractor on or after the Effective Date; 2) used by Contractor to provide the Services; and 3) listed in Schedule M (Machines).

48. **Contractor Products** means International Business Machines Corporation logoed hardware or software made generally available by Contractor or its Affiliates.

49. **Contractor Provided Components** means any equipment, system, program, product, or business process provided by Contractor for use under this Agreement or in conjunction with the Services provided.

50. **Contractor Work Product** means all Work Product owned by Contractor and in existence prior to the Effective Date or, if created or acquired thereafter, created or acquired entirely independently of Contractor's engagement hereunder.

51. **Contractor's Subcontractor** means contractors, vendors, agents, and consultants selected and retained by Contractor and, as appropriate, identified in an associated Schedule.

52. **Critical Function** means a system (e.g. Supported Server, supported network device, etc.) or CANVAS Component identified in Schedule G (CANVAS Components) as having a critical impact on CANVAS Application Environment.

53. **Critical Maintenance** means emergency maintenance, recommended by the software publisher or equipment manufacturer, necessary to perform critical fixes, patches, updates, or other critical changes

54. **Current or Currency** – means its manufacturer or licensor provides generally available support for such hardware.

55. **DASD** – means direct access storage device.

56. **Data Capture and Verification** - means the Services set forth in the Part entitled "Data Capture and Verification Services" of Schedule A (Services).

57. **Data Center** – means Contractor Data Center(s)

58. **Deadband** means 15% above and 5% below the volumes provided by the City to Contractor.

59. **Department** means the City Department of Finance and / or Department of Administrative Hearings, as may be applicable.

60. **Derivative Work** means a work based on one or more preexisting works, including a condensation, transformation, translation, modification, expansion, or adaptation that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under applicable law.

61. **Developed Work Product** means all Work Product and Deliverables (including CANVAS), created by or for or provided to City (whether solely by Contractor or Contractor's agents, or jointly by one or more of them and City or its agents) in the course of performing Services, except that Developed Work Product shall not include Contractor Work Product, or Third Party Software.

62. **Disaster Recovery** – means the restoration of the Critical Functions following a declared Disaster.

63. **Disaster** – means any unplanned interruption of information processing for City, due to causes beyond the control of City or Contractor that significantly impairs the ability of Contractor to operate the Critical Functions at the Data Center. Examples are: 1) loss of the building to fire; 2) loss of power to the facility due to hurricane damage; and 3) inability to access the facility due to a chemical spill.

64. **Disaster Recovery Plan** – means the mutually agreed upon plan for recovering the Critical Functions.

65. **Disaster Recovery Services** – means the Services set forth in the Part entitled "Disaster Recovery Services" of Schedule A (Services).

66. **Discloser** has the meaning set forth in Section 3.11 (Confidentiality) of this Agreement.

67. **Dispute Resolution Process** has the meaning set forth in Article 6 (Disputes) of this Agreement.

68. **Disputed Fee Cap** – has the meaning set forth in Section 5.3 (Invoices) of the Agreement.

69. **DR Interim Period** – has the meaning set forth in the Part entitled "Disaster Recovery Services" of Schedule A (Services).

70. **Earnback Credit** – has the meaning set forth in the section entitled "Earnback Credits" of Schedule B (Service Levels).

71. **Effective Date** means the date as defined in the Agreement.

72. **Enterprise Security Management Services** – means the Services set forth in the Part entitled "Security and Identity Protection" of Schedule A (Services).

73. **Excusable Downtime** - has the meaning set forth in Exhibit B-1 of Schedule B (Service Levels).

74. **Exhibit** means the exhibit, if any, expressly referenced in and attached to a Schedule.

75. **Expiration Date** means 23:59 hours on July 31, 2022.

76. **Extension Period** has the meaning set forth in Section 4.3 (Agreement Extension Option) of this Agreement.

77. **Facilities** – means any location: 1) owned, leased, rented, or used by Contractor that Contractor may use in providing the Services; and / or 2) are listed in Schedule L (Facilities).

78. **Fees** – means the recurring fixed charge to City for the Services and includes the quantity of Resource Units set forth in the Baselines.

79. **Firewall Device** – means a device to control access across the Data Network to keep City' network secure and used by Contractor to provide firewall management Services as set forth in the Part entitled "Data Network Services" of Schedule A (Services)

80. **Financial Responsibilities Matrix** – has the meaning set forth in the section entitled "Introduction" of Schedule C (Charges).

81. **Forms, Printing, and Mailing Services** - means the Services set forth in the Part entitled "Forms, Printing, and Mailing Services" of Schedule A (Services).

82. **Form Programming Changes** means application or system related code changes based on updates or changes mandated by the City to defined or new forms as referenced in Schedule J (Forms)

83. **Form Programming Hours** means the time in hours required by the Contractor Subcontractor to complete the designated Form Programming Changes per hour rates as defined in Schedule C (Charges)..

84. **Hourly Services** – has the meaning set forth in the section entitled "Schedule of Compensation" of Schedule C (Charges).

85. **IMAC** – means install, move, add or change

86. **Incident** – means an unplanned interruption to a Service or a reduction in the quality of a Service as it relates to the CANVAS Application Environment. Note: The definition of Problem will be captured further in the Process Interface Manual (PIM).

87. **Information Security Controls (ISeC) Document or GSD331** – has the meaning set forth in the Part entitled "Security Management Services" of Schedule A (Services).

88. **Infrastructure** means the underlying hardware, software, network and communication environment that must be installed, configured and maintained in good working order, in order for the CANVAS Application Environment and related Services to be provided to the City.

89. **Infrastructure Maintenance and Support** means the Services set forth in the Part entitled "Infrastructure Maintenance and Support Services" of Schedule A (Services).

90. **Initial Service Levels** has the meaning set forth in the section entitled "Measurement and Validation of Service Levels" of Schedule B (Service Levels).

91. **Initial Technology Refresh** means the first refresh of the CANVAS server environment scheduled for Q1 of 2013.

92. **Inventory Plan** – has the meaning set forth in the Part entitled "Asset Services" of Schedule A (Services).

93. **Invoices** – has the meaning set forth in the section 5.3 of the Agreement.

94. **IP Assets** means all intellectual property (excluding software licensed from parties other than Consultant) delivered or licensed to City hereunder.

95. **Key Personnel** means those positions set forth in Schedule K (Key Personnel) and section 3.4 (Personnel) of this Agreement

96. **LAN Device** – means a network connection device on a Local Area Network (LAN) such as a bridge, hub, router, or switch located within a Facility for which Contractor will provide the Data Network Services and such device will be set forth in Schedule M (Machines).

97. **Landed Offshore Resource** – means a non-US based Contractor resource working in the US with a work Visa.

98. **Level 1** – means the support provided by Contractor CANVAS Help Desk for CANVAS End Users' initial point of contact for problems or inquiries.

99. **Level 2** – means the level of support generally including: 1) receiving problems or inquiries from Level 1 support and acting as a second level of problem resolution or determination; 2) documenting all actions in the call record; 3) calling the End User for further information, if required; 4) performing root cause analysis, as required; 5) working with vendors (as appropriate) to resolve problems; 6) making recommendations for process and tool improvements; 7) contacting other support groups and organizations, as required; 8) dispatching on-site assistance, if needed; 9) interfacing with other systems, networks and operating system environments personnel; and 10) routing calls and/or problems to other levels of support, as required.

100. **Level 3** – means the level of support entailing the highest level of problem determination and/or resolution expertise and generally includes: 1) the on-site diagnosis and repair required to close the problem; 2) documenting all actions in the call record; 3) performing root cause analysis, as required; 4) working with vendors (as appropriate) to attempt to resolve problems; 5) making recommendations for process and tool improvements; and 6) contacting other support groups or organizations, as required.

101. **Local Area Network or LAN** – means the configuration (hardware components, software, and communications devices) used to transmit and receive data signals within a Facility.

102. **Materials** means expressions of literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that are developed by Contractor, or by Contractor and City, under this Agreement, delivered by Contractor to City as part of the Services, and are not available under vendor software license agreements (including license agreements for Contractor Products). Materials do not include the underlying literary works or other works of authorship upon which such Materials are based.

103. **Measurement Period** – means the number of days defined in Schedule B (Service Levels) following the completion of the Transition Period.

104. **Media Management** – means the Services described in Schedule A, Part 4 (Storage Management Services) of the Agreement.

105. **New Service** means services that are different from the Services or in addition to the Services, but for which there is no charging methodology or for which the existing charging methodology was not intended to cover. New Services shall be incorporated into this Agreement using the Service Request Process, which shall include a description of the New Service and the applicable fees and Service Levels.

106. **On-Shore Resource** – means a US based Contractor resource working in the US.

107. **Oracle Fix Packs** - means package set of bug fixes for Oracle Code.

108. **Owner** has the meaning set forth in Section 3.9 (Work Product and Proprietary Materials) of this Agreement.

109. **Party** means either Contractor or City, alternatively.

110. **Parties** means Contractor and City, collectively.

111. **Payable Date** has the meaning set forth in Section 5.2 (Method of Payments) of this Agreement.

112. **Payment Processing** - means the Services set forth in the Part entitled "Payment Process Services" of Schedule A (Services).

113. **Perfective maintenance** is any application maintenance activity that is required to ensure that the CANVAS applications operate at peak efficiency

114. **Personally-Identifiable Information (PII) or (PI)** means Confidential Information that may be used to identify an individual or entity, such as a first and last name, home or other physical address, phone number or other contact information, e-mail address and electronic transaction information, Confidential Information that involves racial or ethnic origin, political opinions, religious or philosophical beliefs, union membership, health and financial matters, sexual preferences, Social Security Numbers, credit cards and any other account numbers, or other Confidential Information which the City identifies as PII.

115. **Preventive Maintenance** is a maintenance strategy or activity based on replacing or overhauling application components at a fixed interval, regardless of its condition at the time.

116. **Problem** means a cause of one or more Incidents. The cause is not usually known at the time a Problem record is created, and the Problem Management process is responsible for further investigation. Note: The definition of Problem will be further described in the Process Interface Manual (PIM).

117. **Process Interface Manual (PIM)** means the Contractor owned manual (electronic or hard copy) describing the operating processes and procedures governing Contractor's performance of the Services.

118. **Project** – means a Service Request Project.

119. **Project Change Request or PCR** – means a written request for a change to Transition or a Project.

120. **Project Executive** has the meaning set forth in Schedule K (Key Personnel) of this Agreement.

121. **Project Manager** – has the meaning set forth in the section entitled "Project Management Process" of Schedule P (Projects).

122. **Proof Changes** means revisions to existing or creation of new "artwork" associated with related forms such as cut sheet forms, notices, ticket books and envelopes

123. **Reasonable Currency** – means, with respect to Applications Software and Systems Software, that the new release or version of such Software is, as mutually agreed, installed subsequent to the date the licensor makes such release or version generally available.

124. **Refresh** – means a scheduled and documented technology change of existing or designated hardware and/or software.

125. **Remote Offshore Resource** – means a non-US based Contractor resource working outside the US.

126. **Requested Maintenance Downtime** means a request for planned or unplanned outaged (full or partial) outside of the Schedule Maintenance Window, impacting the CANVAS Application Environment

127. **Required Consents** means any consents or approvals required to give Contractor, its Affiliates and their Subcontractors the right or license to use, execute, reproduce, display, perform, distribute copies of, and modify (including creating Derivative Works), any services, products, programs, materials, information, or facilities that Contractor may use or access in providing the Services under this Agreement.

128. **Respond or Responded** has the meaning set forth in Exhibit B-1 of Schedule B (Service Levels).

129. **Resolve or Resolved** has the meaning set forth in Exhibit B-1 of Schedule B (Service Levels).

130. **Root Cause Analysis** – means the process of applying problem solving methods aimed at identifying the root causes of problems or events.

131. **SAN Based Storage** – means the storage attached to the Supported Servers and usable to support the Services.

132. **Scheduled Hours** - has the meaning set forth in Exhibit B-1 of Schedule B (Service Levels).

133. **Scheduled Maintenance Windows** means a period of time, as mutually agreed between Contractor and City, with which all scheduled–maintenance activities are to take place in the CANVAS Application Environment

134. **Scheduled Outage** – means of the Scheduled Hours, the aggregate number of hours in any month during which each defined and supported server, LAN/WAN device, network, system or otherwise is scheduled to be unavailable for use by City due to such things as preventive maintenance or upgrades. Scheduled Outages will be mutually agreed by City and Contractor.

135. **Schedules** means the Schedules expressly referenced in and attached to this Agreement. A Schedule includes the Exhibits expressly referenced in and attached to a Schedule.

136. **Scope of Services means the sum of the services that are provided under the terms of the agreement as defined in Schedule A.**

137. **Service Delivery Processes** means the processes set forth in the section entitled "Service Delivery Processes" of Schedule A (Services).

138. **Service Hours** means the hours during which Contractor will provide each of the Services as set forth in the Part entitled "General Delivery Management Services" of Schedule A (Services). In general, Service Hours are associated with the hours by which Contractor will support Service Levels for each service.

139. **Service Level** means the service delivery criteria established for the Services for which Contractor will be responsible to deliver pursuant to this Agreement, as set forth in Schedule B (Service Levels). Service Levels shall mean the Service Level Requirements and Service Level Objectives, collectively.

140. **Service Level Credit or SLC** means the credit City will receive from Contractor in the event of a Service Level Failure.

141. **Service Level Failure** has the meaning set forth in the section entitled "Service Level Failures" of Schedule B (Service Levels).

142. **Service Level Measurements** means the specific Service Level measurements that Contractor will provide to City as set forth in Exhibit B-1 of Schedule B (Service Levels).

143. **Service Level Objective or SL** means the service levels set forth in Section 2 of Exhibit B-1 of Schedule B (Service Levels).

144. **Service Level Requirements or SLR** means the service levels set forth in Section 1 of Exhibit B-1 of Schedule B (Service Levels).

145. **Service Management Processes** means the Contractor processes set forth in the section entitled "Service Management Processes" of Schedule A (Services).

146. **Service Request** means an Incident, Problem, Change or request (including but not limited to changes to the CANVAS Application, reports, forms, requests for training, resetting of a password, providing CANVAS "How-To..." support, provide ticket image requests, etc), from a CANVAS End User handled by the Service Request Process

147. **Service Request Process** means the systematic approach that all Service Requests will follow, from start to finish, which will result in either completion of the Service Request by the CANVAS Help Desk and / or in the creation of a Service Request Project subject to Schedule P (Projects). The Service Request Process will be formally described in the PIM created during the first 6 months of this Agreement.

148. **Service Request Project** means a Service Request which results in project related services as defined in Schedule P (Projects) per the Service Request process

149. **Services** means, collectively, the services, duties and responsibilities described in Schedule A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

150. **Services Machines or Machines** means machines that are owned, leased, or rented by Contractor and used by Contractor to provide the Services.

151. **Severity Level 1** means that there is a Critical Function or network outage causing severe impact on service delivery and a material adverse impact to the CANVAS Application Environment and no alternative or bypass is available

152. **Severity Level 2** means that a Critical Function or network is degraded or unusable with a potential severe impact on the CANVAS Application Environment and no acceptable alternative or bypass is available

153. **Severity Level 3** means that a non-critical function (i.e., system, application) or procedure is down, unusable or difficult to use with some operational impact, but no immediate impact on the CANVAS Application Environment and an alternative or bypass is available. Problems that would otherwise be considered Severity Level 1 or Severity Level 2 but that have an acceptable alternative or bypass available will also be designated a Severity Level 3.

154. **Severity Level 4** means that a personal application or procedure (not critical to CANVAS) is unusable, and either an alternative is available or deferred maintenance is acceptable.

155. **SNMP** means simple network management protocol.

156. **Software and Materials** means the software and materials identified in Schedule N (Software).

157. **Software License Management** means the Services described in Schedule A, Part 1 "General Delivery Management Services" of the Agreement.

158. **Sqlnet** means Structured Query Language Network.

159. **Storage Media** – this includes disk drives, hard drives, dvds, cds, tapes and all other storage devices.

160. **Subcontractor** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

161. **Supported Middleware Products** means the software products listed as a Supported Middleware Product in Schedule N (Software).

162. **Supported Server** means device that provides shared LAN resources (for example, printer, fax, application, mail, data backup, and associated peripheral equipment) for which Contractor will provide the Server Systems Management Services. Supported Servers are listed in Schedule M (Machines).

163. **Supported Server Computing Resources** - means the Supported Intel Server Computing Resources and the Supported Unix Computing Resources, collectively.

164. **System Software** is operating system and/or related software necessary to interface between the associated hardware and application software (ie. AIX and Windows).

165. **Temporary Extension of Services** has the meaning set forth in Section 4.3 (Agreement Extension Option) of this Agreement.

166. **Term** has the meaning set forth in Section 4.1 (Term of Performance) of this Agreement.

167. **Termination Charges** has the meaning set forth in Schedule C.

168. **Third Party and Third Parties** means any entity or person other than Contractor, Contractor's Subcontractors, City and City's Vendors.

169. **Third Party Software** means all computer software licensed by City or Contractor in connection with CANVAS from parties not affiliated with Contractor.

170. **Tivoli Service Request Manager (TSRM)** is the IBM tool provided by Contractor to be used by the Help Desk to record, track, manage, and resolve all Help Desk interactions (ie. Service Requests, Incidents or Problems) for the delivery of Services to the City.

171. **Tools** – means the items listed in Exhibit A-1 of Schedule A (Services).

172. **Total Quality Management** are the quality management functions used for the CANVAS Call Center and Help Desk environment associated quality telemonitoring and ticket-quality monitoring for the support provided to CANVAS End Users and the CANVAS Call Center customers.

173. **Update** means an installation of a patch or fix to the operating system to correct an error in the operating system or moderately enhance the performance or functionality of the operating system, but does not involve significant technical change in the operating system or environment

174. **Upgrade** means the installation of a major release of the operating system to correct errors or significantly enhance the performance and functionality of the operating system, and which involves a substantial technical change in the operating system or operating environment

175. **User ID** – means a string of characters (i.e., a user name or a password) that uniquely identifies a user to a system and enables access to a system or specific data residing on a system.

176. **WAN Device** – means a set of hardware components controlled by software (for example, switches, routers, gateways) that allows a number of devices to connect to each other or to be connected to other LANs via routers and communicate using various data types, formats and communications protocols. Typically, a WAN Device connects devices such as client workstations, servers, printers, or communications controllers across a telecommunications provider facility. WAN Devices will be set forth in Schedule M (Machines).

177. **Wide Area Network or WAN** – means the configuration (hardware components, software, and communications devices) used to transmit and receive data signals between Facilities.

178. **WorkFlow** – means a tool designed to facilitate and automate business processes that require tasks to be performed by people.

179. **Work Product** - means tangible and intangible work product, including, but not limited to, all ideas, concepts, know-how, and information and the writings in which any of the same are fixed (including all reports, computer software systems, routines, data models, technical data, processes, designs, code and documentation, and systems, concepts, and business information) and all proprietary rights (including rights under patent, copyright, trademark, trade secret, and other similar laws) therein.

SERVICE LEVEL	PERFORMANCE MEASUREMENT	SERVICE LEVEL DEFAULT
Contractor will inform the City in advance of such hardware or system software upgrades.		
6. TICKET SEARCH WEB SERVER AVAILABILITY The web server will have on-line, CANVAS End User availability during 98% of the normal operating hours. Normal operating hours are 24 hours a day, 7 days a week, except for 2 hours of maintenance window early Sunday morning. The exact timing of this maintenance window will be mutually decided by Contractor and the City. Comments: This Service Level will not apply if Contractor needs a maintenance window of more than 2 hours for planned hardware or system software upgrades. Contractor will inform the City in advance of such hardware or system software upgrades.	The MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS means the total number of hours in a month that the web server is actually available during normal operating hours. The percentage of available hours will equal the MONTHLY TOTAL AVAILABLE ON-LINE CANVAS END USER OPERATING HOURS divided by the total number of normal operating hours in a month.	The percentage of web server on-line, CANVAS End User availability in a given month has fallen below 98%.
B. MEASURED SERVICE LEVELS		
5. VRU SYSTEM AVAILABILITY The VRU will have one-line availability during 98% of normal operating hours. Normal operating hours are 6:00 a.m. – 8:00 p.m., Monday through Friday, and 6:00 a.m. – 4:00 p.m. on Saturdays.	The MONTHLY TOTAL AVAILABLE ON-LINE OPERATING HOURS means the total number of hours in a month that the VRU is available for callers to perform functions, including access to a Customer Service Representative during normal business hours. The percentage of available hours will equal the MONTHLY TOTAL AVAILABLE ON-LINE OPERATING hours in a month (during normal operating hours) divided by the total number of normal	The percentage of VRU on-line availability in a month has fallen below 98%.

SERVICE LEVEL	PERFORMANCE MEASUREMENT	SERVICE LEVEL DEFAULT
	operating hours in a month.	
6. CHICAGO SYSTEM CANVAS END USER, ON-LINE RESPONSE TIME (CANVAS AND IMAGE RETRIEVAL SYSTEM) CANVAS on-line system response time for CANVAS End Users should not exceed four and one quarter (4.25) seconds. Image Retrieval System on-line system response for CANVAS End Users shall not exceed fifteen (15) seconds for ticket and correspondence image retrieval.	For CANVAS, the TOTAL ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the total of all system response times for all transactions and/or queries, prompted by a keystroke by an CANVAS End User, for all applications, excepting only for purposes of this Section B(6) of Schedule 5.2 (previous agreement) the Image Retrieval System. For the Image Retrieval System, the TOTAL ON-LINE, CANVAS END USER SYSTEM RESPONSE TIME is defined as the average of the following transactions: • Two (2) ticket images per day each month that have been on the Image Retrieval System for less than thirty (30) days; • Two (2) ticket images per day each month that have been on the Image Retrieval System for more than thirty (30) days; • Two (2) correspondence images per day each month that have been on the Image Retrieval System for less than thirty (30) days; and, • Two (2) correspondence images per day each month that have been on the Image Retrieval System for more than thirty (30) days MONTHLY AVERAGE RESPONSE TIME PER APPLICATION is defined as the TOTAL ON-LINE, CANVAS END USER RESPONSE TIME per application divided by the number of transactions and/or queries per application.	For CANVAS, the MONTHLY AVERAGE RESPONSE TIME PER APPLICATION has exceeded four and one quarter (4.25) seconds per month for any application. For the Image Retrieval System, the MONTHLY AVERAGE RESPONSE TIME PER APPLICATION has exceeded fifteen (15) seconds for ticket and correspondence image retrieval. Contractor shall be required to pay a Performance Credit for each application as to which there is a Service Level Default, as defined above. Contractor shall not be required to pay a Performance Credit if the Default under this Service Level was demonstrably caused by delay of the City's network.

Schedule C

Charges

Table of Contents

1. INTRODUCTION

a. This Schedule describes the methodology for calculating the Services charges. The ASC, Unit Rates, Economic Change Adjustment, Hourly Rates and any other charge provisions set forth in this Agreement are intended in the aggregate to compensate Contractor for the resources used to provide the Services.

b. Attached to this Schedule is Exhibit C-1 which lists the ASC, Economic Change Adjustment, Unit Rates, Hourly Rates and other applicable rates

2. CHARGES, CREDITS AND PAYMENTS

2.1 Generally

a. The City is financially responsible for all costs and expenses associated with its responsibilities in this Agreement. The ASC, Unit Rates, Hourly Rates and all other charges payable by the City under this Agreement do not include such costs and expenses.

b. All periodic charges will be computed on a calendar month basis and will be prorated for any partial month, unless this Agreement expressly states otherwise.

2.2 Charges

a. Annual Services Charge

Contractor will invoice the City by the 1st of the month for each month of the Term in arrears, and the City will pay such invoice in accordance with Section 5.2 of the Agreement (**Method of Payment**) beginning on the Effective Date, for the Annual Services Charge for such month, prorated in equal monthly payments (the **ASC Invoice**).

b. Unit Rate Charges

Contractor will provide the forms and postage Baseline as part of the ASC, at the end of each calendar year the Contractor will compare the forms and postage Baseline with the City's actual usage for such calendar year and to the extent the Baseline is different than that specified in Exhibit C-1, then the Unit Rate will be applied to the excess or reduction based upon the actual usage and then invoiced or credited to the City. If the resource unit for forms or postage usage is decreased more than 5% or increased more than 15% in any calendar year then the Parties will adjust the volumes and associated charges using the Service Request Process.

c. Hourly Rate Charges

Contractor will invoice the City each month of the Term, beginning within 30 days after the Effective Date, for the Hourly Rates, if any, applicable for the prior month (the **Hourly Rate Invoice**).

d. Economic Change Adjustment

IBM will invoice the City for the Economic Change Adjustment in accordance with Section 3 (**Economic Change Adjustment**).

e. Termination Fees

Within 30 days of Contractor's receipt of the City's notification of its termination of this Agreement for its convenience, Contractor will invoice the City for such Termination Charge. The City will pay such charges to Contractor as specified in the Agreement.

f. Other Charges

Contractor will invoice the City for New Services, and any other agreed upon charges.

2.3   Credits

Contractor will pay any amounts due and owing to the City pursuant to this Agreement by either paying such amount to the City or by providing the City with a credit against Contractor's invoice to the City under this Agreement.

2.4   Payments

a.   The City will pay Contractor within 30 days of receipt of invoice per Section 5.3 of this Agreement.

b.   The City agrees to provide the Contractor the receipt number within 15 days of receipt of invoice.

c.   The City will pay each invoice by wire funds transfer or other electronic means acceptable to Contractor to an account specified by Contractor.

d.   Payment will be made in United States Dollars.

2.5   Hourly Services

a.   If the City requests Contractor to:

(1)   provide additional resources for existing Projects; or

(2)   provide additional services on a time and material basis;

(**Hourly Services**), such services will be provided by Contractor as set forth in this section.

b.   The description of skill the Contractor will provide as an Hourly Services will be provided at the time such skill is requested by the City pursuant to the Request for Service Process.

c.   Hourly Services Fees

(1)   When Contractor performs Hourly Services, the City will pay Contractor for Contractor's actual hours expended in performing such Services at the agreed hourly rates (**Hourly Services Rates**), plus Contractor's expenses incurred in providing such Hourly Services (**Hourly Services Expenses**) (collectively **Hourly Services Fees**).

(2)   Hourly Services Rates

Contractor will charge the City for the actual number of hours expended by Contractor, rounded up to a full hour, plus overtime or premium rates, multiplied by the applicable Hourly Service Rates. Representative Hourly Services Rates are specified in Exhibit C-1. Contractor will provide the exact hourly rate during the Project planning process or as such additional resources are required. Contractor will provide the City with advance notice if overtime or other premium rates (for example, for Holidays or because of scarce skills in the industry) apply for any Hourly Services.

(3)   Hourly Services Expenses includes travel time from and to point of dispatch. Travel and living are not be included, and Contractor will provide the City advance notice if such expenses will apply.

(4)   Contractor will invoice the City for Hourly Services Fees monthly, upon completion of the Hourly Services, or as otherwise set forth in this Schedule or a Project Plan.

2.6   New Service

a.   If the City requests that Contractor perform services different from the Services or in addition to the Services, but for which there is no charging methodology or for which the existing charging methodology was not intended to cover (for example, startup expenses), (each a **New Service**), and

if Contractor agrees to provide such different or additional services, then prior to performing such New Service:

(1)   Contractor will quote to the City the charges for performing such New Service; and

(2)   if the City agrees to have Contractor perform such New Service, Contractor and the City will prepare and sign a written amendment to this Agreement for implementation of such New Service.

b.   If the additional services require only those resources covered by an existing charging methodology and do not require, for example, startup expenses, the City will pay the charges for such different or additional services through such charging methodology. Such additional services will be considered "Services" and will be subject to the provisions of this Agreement.

2.7   Projects

If the City requests Contractor to perform a New Service, which Contractor and the City agree should be a Project, Contractor and the City will develop a detailed plan describing the project (the **Project Plan**). The Project Plan will state Contractor's charges for such Project, such as Hourly Services Fees, a fixed price, or an adjustment to the charges set forth in this Agreement.

3.   ECONOMIC CHANGE ADJUSTMENT

a.   Effective August 1, 2013 and each subsequent twelve (12) month anniversary thereafter, the fees for the ASC, Unit Rates, and Hourly Rates shall be subject to a cost-of-living adjustment ("COLA") based on increases in the most recently released unadjusted indices as specified in section (b) below from the most recently released applicable index as of twelve (12) months prior to such anniversary. The COLA will be payable on a prospective basis (i.e., the actual inflation for June 2013 will determine the COLA for 2013) on the fees for the Services. IBM will invoice the City for the COLA, if any, starting in August following the Effective Date and monthly thereafter.

b.   The City and Contractor agree to use the indexes for services area noted in Section (b) below for the Services provided by Contractor to the City under the Agreement.

(1)   CPI-U: The term CPI as used herein shall mean the unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: CUUR0000SA0) by the Bureau of Labor Statistics, U.S. Department of Labor, For All Urban Consumers ("CPI-U"). If the Bureau of Labor Statistics redefines the base year for the CPI-U, the parties will continue to use the CPI-U, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics. The parties shall mutually agree upon a replacement index in the event the CPI-U is no longer available as contemplated in this Section.

(2)   Chicago CPI-U : The term CCPI-U or Chicago CPI-U as used herein shall mean the unadjusted Consumer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: CUURA207SA0) by the Bureau of Labor Statistics, US Department of Labor, For All Urban Consumers ("CCPI-U"). If the Bureau of Labor Statistics, US Department of Labor redefines the base year for the CCPI-U, the parties will continue to use the CCPI-U, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics, US Department of Labor. The parties shall mutually agree upon a replacement index in the event the CCPI-U is no longer available as contemplated in this Section. At no time during the Term may the CCPI-U be less than the Federal minimum wage rates.

(3)   PPI: The term PPI as used herein shall mean the unadjusted Producer Price Index, as published in the Summary Data from the Consumer Price Index News Release (Series ID: WPU09) by the Bureau of Labor Statistics, U.S. Department of Labor, For Pulp, Paper, and Allied Products

("PPI"). If the Bureau of Labor Statistics redefines the base year for the PPI, the parties will continue to use the PPI, but will convert the base year index to the new base year by using the appropriate conversion formula issued by the Bureau of Labor Statistics. The parties shall mutually agree upon a replacement index in the event the PPI is no longer available as contemplated in this Section.

(4) The term Postage as used herein shall mean the first class mail rate as published by the United State Postal Service.

c. A percentage has been established to reflect the proportionate impact of inflation for the fees. That percentage ("Inflation Sensitivity") is:

	ECA ($ in M)						
	Labor Based			**Non - Labor Based**			
	Chi Metro CPI-U	**CPI-U**	**Total Labor Based** $ 102.0	**Postage** $ 25.7	**PPI** $ 24.0	**No ECA** $ 13.8	**Total** $165.5
% of Total Charges	25.0%	36.6%	61.6%	15.5%	14.5%	8.4%	100.0%

d. The COLA adjustments for the CPI-U shall be determined as follows:

(1) The COLA for any calendar year (the "Current Year") shall consist of an adjustment to the fees for such year, so that, as adjusted, the fees shall equal the product of the fees due Contractor for each month of the calendar year multiplied by the "COLA Factor" (as defined below) for December of the preceding year, where:

(a) "Base Year Index" means the CPI-U for December 2011;

(b) "Current Year Index" means the CPI-U for the July preceding the Current Year; and

(c) The "COLA Factor" = {(Current Index – Base Year Index)/Base Year Index}.

(2) Contractor will calculate the COLA by comparing the change in the year-to-year CPI-U with the Base Year Index. For each year of the Term, the Current Year Index will be compared to the Base Year Index set forth herein. If the Current Year Index is equal to or less than the Base Year Index, then no COLA is due. However, if the Current Year Index is greater than the Base Year Index, then the COLA will be applied to the fees due Contractor for the year for which the COLA is being calculated.

(a) Following is an example for calculating the COLA for years beginning August 1, 2013 for an Agreement having a 2012 Signing Date using the CPI-U for December 2011 as the Base Year Index, and the following Current Index examples:

Base Year Index December 2011 = 163.9	July 2013	July 2014	July 2015	July 2016
Current Index	168.8	172.9	178.1	180.1

(b) COLA Calculation

Formula

COLA= Fees x Cola Factor

Example: Fees =$1,030,000 (monthly)

Calculation for COLA in Year 2013

COLA = 1,030,000 x ((168.8-163.9)/163.9)

$$COLA \ = \ 1{,}030{,}000 \times (.0298)$$

$$COLA \ = \ 1{,}030{,}000 \times .0298$$

$$COLA \ = \ 30{,}694 \text{ monthly}$$

    (c)   the COLA for each month of each year in which the COLA is due is calculated as above substituting the appropriate monthly fees and COLA Factors based upon the actual information.

4. UNIT RATES AND MEASUREMENT METHODOLOGY

4.1 Generally

a.   As of the Effective Date and each month thereafter, Contractor will measure, track and report on the City's usage of Unit Rate Baseline.

b.   As of the Effective Date, the quantity of Unit Rate Baselines provided to the City under this Agreement will be specified in Exhibit C-1 as a Baseline.

4.2 Business Annual Volume Caps - Unit Rate Resource

a.   Contractor will measure each resource unit in this category on a monthly basis. After the completion of each Contract Year during the Term, Contractor will calculate the additional charges associated with the changes in the Business Annual Volume Cap Unit Rates as set forth in this section.

b.   On an annual basis, Contractor will compare the resource units actually used during the Contract Year (the Actual Resource Units) with the Annual Volume Cap Baseline in Exhibit C-1. There will be no increase in the charges otherwise payable to Contractor for such period if the Actual Resource Units do not exceed the Business Annual Volume Cap Baseline for such period. If the Actual Resource Units exceeds the Business Annual Volume Cap Baseline for such period, the City will utilize the Service Request Process to pay the Contractor for the additional Resource Unit usage.

c.   Within 60 days of the Effective Date, the Contractor and the City will agree upon a process to define the minimum Business Annual Volume Cap Baselines and provide a methodology to invoke the Service Request Process to adjust the Charges where the Actual Resource Unit usage is significantly below the Annual Volume Cap Baseline in Exhibit C-1 during any Contract Year and credit the City for the reduced usage during the applicable Contract Year.

4.3 Forms and Postage - Unit Rate Resources

After the completion of each calendar year during the Term, Contractor will calculate the changes in Unit Rates as set forth in this section.

a.   Contractor will compare the quantity of Unit Rates actually used during the applicable measurement period (the **Actual Unit Rates**) with the Baseline in Exhibit C-1. There will be no increase of the charges otherwise payable to Contractor for such period if the Actual Unit Rates do not exceed the Baseline for such period. If the Actual Unit Rates exceeds the Baseline for such period, the City will pay Contractor the amount equal to the product of the Unit Rate, as set forth in Exhibit C-1, multiplied by the difference between the Actual Unit Rate for that category and the Baseline. If the Actual Unit Rates falls below the Baseline for such period pursuant to Section 2.2, the Contractor will credit City the amount equal to the product of the Unit Rate, as set forth in Exhibit C-1, multiplied by the difference between the Actual Unit Rate for that category and the Baseline. For example, assuming the following, the Unit Rate calculation would be as follows:

(1)   the Actual Unit Rate for form X is 75;

(2)   the monthly Baseline for form X is 71; and

(3)   the Unit Rate is $50.

Unit Rate Calculation		
Change Adjustment	=	(Actual Unit Rate - Baseline) x Unit Rate
Change Adjustment	=	(75 - 71) x $50
Change Adjustment	=	4 x $50
Change Adjustment	=	$200

b.   In this example, the increase for the additional Unit Rate usage would be $200.

4.4   Annual Volume Caps Assumptions

a.   The pricing for the service categories for which there is an Annual Volume Cap in Exhibit C-1 is based upon the City policies, procedures, processes and/or automated programs as of the Effective Date. Changes to the City's policies, procedures, processes and/or automated programs during the Term that affects any service category in the Annual Volume Cap will be accommodated using the Request for Service Process.

b.   The assumptions for the Annual Volume Caps are based upon:

(1)   The Call Center is based upon an average talk time of 2.5 minutes per Call.

(2)   Payment processing is limited to the following service categories:

(a)   Payment Processing mail-in payment types for

(i)   Parking/Red Light Payments

(ii)   ANOV Payments

(iii)   Disabled Permit Payments"

(3)   Data and images related to parking citations will be issued from automated ticketing devices (Autocite/CPD in-car units) and are uploaded into CANVAS directly and not processed through the Data Capture System. The total annual expected volume for citations issued with these devices is 1,500,000 and assumes an average of additional 2 pictures per citation

(4)   The Hearing Related Documents includes the following:

(a)   Contest by Mail Hearing Requests (CBM) (2 documents per request)

(b)   In Person Hearing Requests (IPH) (1 document per request)

(c)   Motion to Set Aside / Vacate (1 document per request)

(d)   Hearings will be scheduled within 60 days of IBM receipt of the name and address of the requesting motorist

(e)   In-Person hearing evidence is included in Other Correspondence

(5)   ANOV related documents includes the following:

(a)   Administrative Notices of Violations (ANOV) – Tickets

(b)   ANOV – Evidence

(6)   Each notice includes one #9 and one #10 envelope and does not include informational inserts with the notices. The Request for Service Process will be used to address the inclusion of informational inserts with notices.

(7)   Special mailings are restricted to LV2 zone for Wrigley mailing, and Wards 2, 3 and 25 for Soldier field mailing.

(7) Special mailings are restricted to LV2 zone for Wrigley mailing, and Wards 2, 3 and 25 for Soldier field mailing.

(8) Up to 1.9 million tickets (30 tickets / book) per year and does not including ticket book recalls or destructions. The Request for Service process will be invoked for recalls or destruction of tickets, notice forms, envelopes or inserts.

(9) There are no restrictions as to where non-customer facing services can be delivered.

(10) Single sign-on functionality is not included.

(11) Credit card processing functionality is not included in the VRU services.

(12) Asset Management and reporting will be provided for defined and agreed-to City owned assets.

(13) Should the United States Postal Service (USPS) office currently being used for mailings be closed, the Service Request Process will be used to address any impact to the services and associated SLAs affected by the change

(14) Level 2 help desk support via remote diagnostic and software management will apply only to IBM-owned assets.

(15) Weekly National Change of Address Updates Is provided for up to 2 million records

(16) Quarterly Social Security Administration - Deceased Coding for Tickets and Disabled Permits is provided for up to 2 million records

(17) On-demand/cloud-based computing does not apply to the CANVAS environment.

Exhibit C-1

All items listed in this Exhibit are expressed in US Dollars unless otherwise specified in this Agreement. All years are contract years beginning on August 1 at 00:01 hours Central Time and ending on July 31 at 24:00 hours Central Time.

Invoice address for the City is:

City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

City of Chicago, Department of Administrative Hearings
740 N Sedgwick, 6th FL
Chicago, IL 60654

Contractor Project Office Address:

IBM Corporation
Attn: Project Executive
33 West Monroe, 14th Floor,
Chicago, IL 60603

Charges											
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
▪ Charges ($Millions)		16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55	16.55

Forms – Volume and Unit Rate (subject to ECA and will be adjusted based upon PPI Index)

Notice Type	Unit of Measure	Annual Expected Volume	Unit Price	
Notice of Violation	# of Mail Pieces	770,000	$	0.14
Notice of Violation with Images	# of Mail Pieces	915,500	$	0.86
Automated Camera Violation (ie. Red Light)	# of Mail Pieces	690,000	$	0.86
Consolidated Notice:	# of Mail Pieces			
Notice of Determination	# of Mail Pieces	1,116,000	$	0.14
Notice of Final Determination	# of Mail Pieces	907,000	$	0.14
Notice of Impending Seizure Eligibility	# of Mail Pieces	204,000	$	0.14
Notice of Impending Drivers License Suspension (DLS) Eligibility	# of Mail Pieces	15,000	$	0.14
Seizure Consolidated Notice	# of Mail Pieces	181,000	$	0.14
Failure to Appear Notice	# of Mail Pieces	46,000	$	0.14
DLS Certification Letters	# of Mail Pieces	14,000	$	0.14
Collection Notices	# of Mail Pieces	800,000	$	0.14
Second Collection Notices	# of Mail Pieces	709,000	$	0.14
Notice of In-Person Hearing	# of Mail Pieces	131,000	$	0.14
Handstuff - Oversized Notices	# of Mail Pieces	1,500	$	0.14
Hearing Decisions	# of Mail Pieces	250,000	$	0.14
Total Expected Volume - Notices		**6,750,000**		
Handwritten Parking Tickets (50,000 books)	# of Tickets	1,500,000	$	0.15
ANOV Tickets (16,000 books)	# of Tickets	400,000	$	0.17
Total Expected Volume - Tickets		**1,900,000**		

Postage (subject to ECA and will be adjusted based upon the USPS first class rate)

Postage	# of Mail Pieces	6,750,000	$	0.38

Hourly Rates (2012 Only)

Job Title / Labor Category	Contractor Site Hourly Rates		
	Senior	**Junior**	**Entry**
Applications Programmer	$ 105.00	$ 87.00	$ 83.00
Business Analyst	$ 129.00	$ 105.00	$ 87.00
Communications Hardware Specialist	$ 129.00	$ 87.00	$ 83.00
Communications Network Specialist	$ 129.00	$ 87.00	$ 83.00
Communications Software Specialist	$ 129.00	$ 87.00	$ 83.00
Computer Systems Analyst	$ 129.00	$ 105.00	$ 87.00
Database Administrator (DBA)	$ 105.00	$ 87.00	$ 83.00
Database Analyst	$ 129.00	$ 105.00	$ 83.00
Documentation Specialist	$ 87.00	$ 83.00	$ 81.00
Information Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Network Design Engineer	$ 155.00	$ 105.00	$ 87.00
Project Manager	$ 155.00	$ 105.00	$ 87.00
Quality Assurance Engineer	$ 105.00	$ 87.00	$ 83.00
Security Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Software Engineer	$ 155.00	$ 105.00	$ 87.00
Software Systems Specialist	$ 105.00	$ 87.00	$ 83.00
Storage Operations Specialist	$ 105.00	$ 87.00	$ 83.00
Storage Management Engineer	$ 129.00	$ 105.00	$ 87.00
System Administrator/Operator	$ 87.00	$ 83.00	$ 81.00
System Programmer	$ 105.00	$ 87.00	$ 83.00
Systems Engineer	$ 155.00	$ 105.00	$ 87.00
Tape Librarian	$ 87.00	$ 83.00	$ 81.00
Technical Architect	$ 155.00	$ 129.00	$ 87.00
Training Specialist	$ 129.00	$ 105.00	$ 83.00
Forms Proof Changes	$ -	$ -	$ 147.00
Forms Programming Changes	$ -	$ -	$ 147.00

	Annual Volume Cap
Payment Processing	
Mail-In Payments	690,000
Data Capture (Documents Scanned/Data Verified)	
Parking Handwritten Citation	1,265,000
Automated Camera Enforcement	950,000
Total Citation Related Documents	2,215,000
Hearing and other Related Documents	404,250
ANOV Related Documents (Tickets/Evidence)	950,000
Total Correspondence Related Documents	1,354,250
Help Desk	
Interactions	7,300
Call Center	
ACD Arrivals	350,000
VRU Arrivals	880,000

Schedule D
Transition Projects

1. INTRODUCTION

This Schedule describes the approach to manage transition projects including the introduction of new tools (e.g. TSRM, gSMRT, and an IVR/VRU Call Center infrastructure environment).

2. TRANSITION MANAGEMENT

2.1 Transition Personnel

Contractor's Transition management approach provides that:

a. the Contractor Project Executive has overall responsibility and accountability to meet agreed upon quality, cost, schedule and technical objectives of the Transition;

b. City and Contractor will each assign the appropriate employees and Subcontractors to comprise the Transition Team. Such Transition Team members will be assigned specific tasks to be accomplished within the time frames set forth in the Transition Plan;

c. City and Contractor will each assign an individual (each a **Transition Manager** and collectively the **Transition Managers**) who will serve as the single point of contact and be responsible for overseeing the completion of its Transition Plan responsibilities and coordinating activities with the other; and

d. the Transition Managers will orient the Transition Team members regarding the Transition management approach and the Transition Plan, including individual responsibilities, deliverables, and schedules. Each Transition Manager will provide operational guidance to, manage and be accountable for the performance of its employees and Subcontractors assigned to the Transition.

2.2 Roles and Responsibilities

a. Contractor will:

(1) develop and maintain the detailed Transition Plan and any associated documentation;

(2) establish and implement a project management system and control structure, including processes for managing Transition activities, milestones, support resources and deliverables status, issues, risks, changes and quality;

(3) manage the Transition including planning, directing and monitoring all Transition activities and assigned resources, according to the agreed schedule and processes;

(4) implement all changes consistent with the change control process set forth in Section 5 (Service Request Process);

(5) identify, address and resolve deviations from the Transition Plan and any business and/or technical issues that may impact the Transition;

(6) develop the Transition meetings (i.e., planning, review, status) schedule with City, as appropriate, including the frequency and location for such meetings;

(7) coordinate and conduct Transition meetings in accordance with the established schedule; and

(8) provide periodic written status report(s) which include information such as schedule status, Transition progress, issue identification and related action plans.

b. City will:

(1) serve as the interface between the Transition Team and City's business functions, units, or Affiliates participating in the Transition to define City's business and technical requirements for Transition and to validate that the Transition Plan meets such requirements;

(2) assist Contractor, as appropriate, in the development and maintenance of the detailed Transition Plan and any associated documentation;

(3) review and approve the Transition deliverables;

(4) implement all changes consistent with the change control process set forth in Section 5 (Service Request Process);

(5) assist Contractor in identifying, addressing and resolving deviations from the Transition Plan and any business and/or technical issues requiring City resources or support that may impact the Transition; and

3. TRANSITION PLAN

3.1 Overview

The detailed Transition Plan will contain the following information:

a. Management Summary

This section will provide a management summary of the overall Transition strategy and approach.

b. Background and Business Objectives

This section will provide an overview of the Agreement and business objectives.

c. Transition Objectives and Scope of Work

This section will provide a summary of the overall Transition and define the scope of work to be performed.

d. Transition Organization and Responsibilities

This section will identify City's and Contractor's respective Transition Managers, Transition team and key responsibilities that City and Contractor are required to perform in order to complete the Transition.

e. Assumptions and Dependencies

This section will describe any key assumptions or dependencies upon which the Transition was based and/or is dependent upon for completion.

f. Milestones and Deliverables

This section will provide a schedule of key Transition milestones and a description of items to be delivered by Contractor under the Transition.

g. Completion Criteria

This section will describe the completion criteria that Contractor must meet in order to satisfy its obligations under the Transition.

3.2 Transition Subprojects

The detailed Transition Plan will further define each Transition subproject set forth below, including a set of objectives, assumptions, dependencies, milestones, deliverables, and completion criteria.

3.2.1 Workplace Services

The Workplace Services subproject will address the establishment of a productive working environment at the Facilities for Contractor to provide the Services to City. Contractor will:

a. obtain access to the Facilities and systems affected by Transition or required by Contractor to provide the Services;

b. coordinate the resources (for example, Facilities, office consumables, pagers, cellular phones, home connectivity, access to internal support) required by Contractor to provide the Services; and

4. COMPLETION

a. Contractor will notify City in writing when the completion criteria for a Transition deliverable has been met.

b. City must inform Contractor, in writing, within ten Business Days following receipt of Contractor's notification if City believes Contractor has not met the completion criteria, together with reasonable detail as to the reasons for such belief.

c. The Contractor Transition Manager will consider City's timely request for revisions, if any, within the context of Contractor's obligations.

d. City revisions, agreed to by Contractor, will be made and the deliverable will be resubmitted to the City Transition Manager, at which time such deliverable will be deemed Accepted.

e. If Contractor does not receive written notice from City within the time frame specified above and after reasonable follow up and escalation, then the Transition Deliverable(s) will be deemed Accepted by City.

5. SERVICE REQUEST PROCESS

The Service Request process is part of the overall project management system which will be implemented by Contractor to control changes to the Services. Either City or Contractor may request a change to Transition subject to the following Service Request process:

a. The Transition, as described in this Agreement and the Transition Plan, may be changed only by a writing signed by authorized representatives of City and Contractor.

b. All Project Change Requests (**PCRs**) to Transition will be submitted in writing by the requesting Contractor or City Transition Manager. The PCR will reference the Transition, describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Transition if it is accepted and if it is rejected.

c. The Transition Managers will review the PCR and either:

    (1) recommend approval of the change by authorized representatives of City and Contractor signing the PCR. Upon such approval, the change will be implemented; or

    (2) agree in writing to submit the PCR for further investigation. Such investigation will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the PCR. City and Contractor will then agree to mutually approve or reject the PCR. If City and Contractor do not agree, either Contractor or City may submit such PCR to the Project Executives for resolution; or

    (3) reject the PCR. If rejected, the PCR will be returned to the requesting Transition Manager along with the reason for rejection.

6. PERFORMANCE

a. Contractor will perform the Transition and implement the Transition Plan in accordance with the timetable and milestones set forth in the Transition Plan and City will reasonably cooperate with Contractor to assist Contractor in implementing the Transition Plan. Contractor will provide all cooperation and assistance reasonably required or requested by City in connection with City's evaluation or testing of the deliverables resulting from implementation of the Transition Plan. Contractor will implement the Transition Plan in a manner that will not:

    (1) materially disrupt or have a material adverse impact on the business or operations of City;

    (2) degrade the Services then being received by City; or

    (3) interfere with City's ability to obtain the full benefit of the Services, except as may be otherwise provided in the Transition Plan.

b. Prior to undertaking any Transition activity, Contractor will discuss with City all known City-specific material risks and will not proceed with such activity until City is reasonably satisfied with the plans with regard to such risks (provided that, neither Contractor's disclosure of any such risks to City nor City's acquiescence in Contractor's plans will operate or be construed as limiting Contractor's responsibilities under this Agreement). Contractor will identify and resolve, with City's reasonable assistance, any problems that may impede or delay the timely completion of any phase of the Transition Plan.

Schedule E
Exit Transition

1. INTRODUCTION

This Schedule lists a sample Exit Transition plan similar to what would be used in the event City desires the Transition of one or more Services.

2. EXIT TRANSITION OBJECTIVES AND SAMPLE PLAN

In an effort to minimize disruption to the City during a full exit from CANVAS responsibility, Contractor will provide an Exit Plan, including any updates to the Exit Plan that are necessary to document transition of the services plan to the City or its successor provider. Contractor will work with the City to mutually define the appropriate governance, roles, and responsibilities for both parties during transition exit. Contractor will also make available other necessary resources and all operational documentation created during the term to assist the City or the successor provider during the transition period, following termination or expiration of the Agreement. Contractor will appoint an Exit Manager and provide the City with written notification of such appointment as defined in the Agreement. Contractor's Exit Manager shall have all requisite authority to fulfill his or her duties as set forth in a defined Exit Management Schedule which would be included under the Agreement.

As part of the Contractor exit approach, the Contractor Exit Manager will work with the City delegates to execute an Exit Transition Plan. Contractor will develop an Exit Transition Plan that describes how the services will be transferred from Contractor to the new support environment as agreed to in the Plan.

The Exit Transition Plan will document the following four phases:

- *Start-up*
- *Planning*
- *Execution*
- *Services Closure*

Start-up Phase

Contractor will begin exit planning upon receiving the appropriate notice, as defined in our Agreement. The Contractor Project Executive will assign an individual on the team with responsibility for executing the exit transition. This Exit Transition Manager will be responsible for creating and obtaining agreement on the Exit Transition Plan from the City, within the defined time period specified in the Agreement.

The Exit Transition Plan will document the following data:

- Document exit and acceptance criteria
- Identify deliverables
- Identify current projects
- Identify roles for the Contractor team
- Identify roles for the new service provider team, if applicable

- Identify roles for the City team
- Identify the service tower locations, and potential service areas to be transferred
- Establish a process for contacting in-scope staff for employment
- Document the major milestones
- Provide requisite training and knowledge transfer to the City and/or the new service provider team, as applicable
- Include a high-level project schedule
- Address the handling of Third Party software licenses, assets, maintenance services, documentation, leases, licenses, and other contracts, as may be applicable

The Contractor team will continue to provide steady state service delivery until such time that the services are transitioned or to the end of the exit period. The exit activities will be treated as a project. The established governance model, reporting structure, issue, risk, and change management processes will be used while the Exit Transition Plan is being executed. Status meeting frequency will be agreed upon during the Planning Phase.

Planning Phase

When the Exit Transition Plan is approved, Contractor will identify the exit team, using steady state delivery staff whenever possible, and roles and responsibilities will be assigned. Contractor recommends that the City also assign Reversibility Transition Managers to manage their staff and work in partnership with Contractor.

The exit teams will create a detailed project schedule for their assigned service towers, which will be added to the existing high level schedule in the Exit Transition Plan. Roles and responsibilities will also be assigned to the City. During the Planning Phase, the assigned teams will meet and agree on requirements, exit and acceptance criteria, tasks, and duration for the project schedule, as well as deliverables for each service tower.

Execution Phase

Contractor's goals during the exit period are to maintain steady state services to the City and enable the City to prepare to take over service for each service area. During the Execution Phase, each service area will execute the tasks in their project schedule. Periodic status meetings will be held to discuss progress and issues.

Services Closure Phase

Services Closure will occur when the exit and acceptance criteria have been met for the business and technical exit and both have been closed. The City and Contractor will establish a set of exit and acceptance criteria in the Exit Transition Plan, which will define completion of the Services Closure. Once the criteria are met, Services Closure will be deemed complete. Any additional support required after Services Closure will be provided in accordance with the terms specified in the Agreement.

SAMPLE Exit Plan

The following table is an example of the high-level tasks that would be completed during a typical reversal. We discussed in the Planning Phase that a detailed project schedule for reversal will be created for the

Exit Transition Plan. The following tasks represent timelines that are based upon receipt of an appropriate notice.

Note: Major milestones are identified with italics.

Task	Timeframe
Start-up phase	
Receive transition notice	Day 0
Exit commencement date	Day 1
Assign a Exit Transition Manager	
Create Exit Transition Plan	
Parties agree to Exit Transition Plan	M2
Planning phase	
Identify exit transition team	M2
Plan business exit: • Define requirements • Document and agree to exit and acceptance criteria • Identify tasks and durations • Create detailed exit project schedule • Document deliverables	M2
Plan technical exit for each service tower: • Define requirements for each service area • Document and agree to exit and acceptance criteria • Identify tasks and durations • Document deliverables	M2-M3
Identify current projects in each service tower	M3
Create detailed exit project schedule	M3
Execute phase	M3-M6
Transition teams in place	M3
Business disentanglement - finance management: • Execute exit tasks from planning phase • Implement Contractor / City close out process • Exit and acceptance criteria met	M4
Close business disentanglement	M4
Technical disentanglement	
Environment Services (call center, help desk, payment processing, data capture, forms and data center): • Execute exit tasks from planning phase • Perform knowledge transfer • Review current projects • Provide processes and procedures • Transfer outstanding problems	M5 – M6

Task	Timeframe
■ Provide hardware and software information ■ Assist in testing for cutover ■ Cutover ■ Exit and acceptance criteria met	
Close technical disentanglement	M6
Services closure	
Confirm that exit and acceptance criteria are met	
Deliver documentation	
Confirm that issues opened during exit are resolved	
Exit and acceptance criteria met	

Reversibility Approach

As part of the Exit Transition Plan, Contractor would deploy a proven divestiture framework called "Smart Separation" (specific, measurable, achievable, relevant, and timely separation). It is a data driven approach to divestiture and is used internally at Contractor and with our clients across the globe.

Schedule F
Files

1. INTRODUCTION

This Schedule lists the CANVAS Files Produced and Transferred that will be used to deliver the Services under the Agreement.

2. CANVAS FILES PRODUCED AND TRANSFERRED

Method of Transfer Definitions:

Push – Indicates the responsible entity will be sending the file to a mutually agreed upon location.

Pull – Indicates the responsible entity will be retrieving the file from a mutually agreed upon location.

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
AHMS – ANOV Payments	Daily	Contractor	Push
AHMS – ANOV Tickets	Daily	Contractor	Push
ARMS – Employee Indebtedness Referral (Inbound and Outbound)	Quarterly	Contractor	Pull/Push
ARMS – New Ticket Referral	Weekly	Contractor	Push
ARMS – Removal	Weekly	Contractor	Push
ARMS – Unmarking	On Demand	Contractor	Pull
Chicago Police Department (CPD) – In-Car Device – Automated Tickets	Daily	CPD	Push
Collection Agencies – New Regular Referrals	Weekly	Contractor	Push
Collection Agencies – Defaulted Payment Plans	Weekly	Collection Agencies	Push
Collection Agencies – New Payment Plan Referrals	Daily	Contractor	Push
Collection Agencies – Payment Plan Removals	Weekly	Contractor	Push
Collection Agencies – Regular Referral	Weekly	Contractor	Push

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
Removals			
Collection Agencies – Uncollectible	On Demand	Collection Agencies	Push
Corporate Noticing	Monthly	Contractor	Push
Corporate Noticing - Plate Listing Add/Update/Delete	On Demand	Corporate Participants	Push
Corporate Noticing – Third Party Update	On Demand	Corporate Participants	Push
Geocode (Outbound and Inbound)	Quarterly	Contractor	Push/Pull
Illinois Secretary of State (Outbound and Inbound)	Weekly	Contractor	Push/Pull
Illinois Tax Offset – Claim Placement	Annually	Contractor	Pull
Illinois Tax Offset – Change/Delete	Weekly	Contractor	Push
Illinois Tax Offset – Payment	Weekly	Contractor	Pull
Illinois Tax Offset – Match Updates (Inbound and Outbound)	Monthly	Contractor	Pull/Push
IRIS – Business License Referral (Inbound and Outbound)	Monthly	Contractor	Pull/Push
IRIS – Removal	Weekly	Contractor	Push
LAZ Parking – Broken Meters	Weekly	LAZ	Push
Michigan Secretary of State (SOS) - Outbound	Weekly	Contractor	Push
Michigan SOS – Inbound	Weekly	Michigan SOS	Push
Midway Airport Boot Eligibility Listing (Inbound and Outbound)	Daily	Standard Parking	Push/Pull
O'Hare Airport Boot Eligibility Listing (Inbound and Outbound)	Daily	Standard Parking	Push/Pull

CANVAS File Transfer Description	Frequency of Transfer	Entity Initiating Transfer	Method of Transfer
Redflex – Red-Light Tickets and Photos	Daily	Contractor	Pull
Revenue Reporting (Analysis) – Mail In and Web Payments	Daily	Contractor	Push
RR Donnelley – Disabled Permits Renewals	Quarterly	Contractor	Push
RR Donnelley – National Change of Address Updates (Outbound and Inbound)	Weekly	Contractor	Push/Pull
RR Donnelley – Parking/Compliance/Red-Light Notices	Weekly	Contractor	Push
RR Donnelley – Social Security Administration (Outbound and Inbound)	Quarterly	Contractor	Push/Pull
Street Operations – (images from hand held devices of tickets and photos)	Daily	Hand Held Device Vendor	Push
Street Operations – (Boot Eligibility Listing)	Daily	City Vendor	Pull
Street Operations – (Gone on Arrival Listing)	Daily	City Vendor	Pull
US Postal Service – Address Change Updates	Weekly	Contractor	Pull
Wisconsin SOS (Outbound)	Weekly	Contractor	Push
Wisconsin SOS (Inbound)	Weekly	Wisconsin SOS	Push

Schedule G
CANVAS Components

1. INTRODUCTION

This Schedule lists the CANVAS System Components that Contractor will be using to deliver the Services under this Agreement.

2. CANVAS APPLICATION / SOFTWARE COMPONENTS

Application or Software	Description	Application Owner or Software Licensee
CANVAS – Online Application	Web-based internal application utilized by City users to perform real-time business functions in support of the City's parking and camera enforcement program.	City
CANVAS - Batch Application	Java and PL/SQL programs utilized to process large transactional requests and updates after City business hours.	City
CANVAS – Reporting Solution	Reporting statements utilizing PL/SQL queries and the City's Business Objects Enterprise reporting tool that are run in a dedicated Oracle database. (Note - Contractor does not provide support services for the City's Business Object Enterprise solution.)	City
CANVAS - File Transfer Services Software	Software utilized to send and receive file transfers between internal City departments and City Vendors and other outside agencies.	Contractor
CANVAS - Parking Ticket Search & Payment Website Application	Web-based external application utilized by motorists to search for outstanding parking and Red-Light tickets, and submit credit card payments for real-time updates to CANVAS.	City
CANVAS – Parking Ticket Payment Web Services Credit Card Authorization Interface	Interface between the CANVAS payment website application and the City's credit card authorization solution.	City
Contractor - Content Manager on Demand Software	Software utilized to store and maintain image content with image retrieval capability that is integrated with the CANVAS online application.	Contractor
Readsoft – Forms	Data capture software utilized to scan various document types and	Contractor

Application or Software	Description	Application Owner or Software Licensee
Software	capture related data.	
Kofax - Ascent Capture Software	Data capture software utilized to scan various document types and capture related data.	Contractor
Image Transfer and Loading Solution	Data capture utilities and scripts developed to: ■ Pull image files from the City's Red-Light program, hand held device vendor, and Chicago Police Department. ■ Load images into the Contractor Content Manager on Demand system.	Contractor
Creditron - Item Age and Image Inquire Software	Payment processing software utilized to encode mail-in check payments and subsequently view document images.	Contractor
WebSphere Voice Response	Voice response unit software utilized to maintain menu options and provide call routing to call center agents.	Contractor
Infrastructure Software	Software necessary to manage and maintain the network, security, and support systems.	Contractor

Schedule H
Standards

1. INTRODUCTION

This Schedule defines the mutually agreed operating environment standards which Contractor will support during the Term. Any changes to the standards set forth in this Schedule will be mutually agreed upon through the Service Request process.

2. SOFTWARE OPERATING ENVIRONMENT CURRENCY

a.   City agrees to maintain Reasonable Currency for the Software in Schedule N (Software) listed as "Applications Software Provided by the City of Chicago", unless otherwise mutually agreed.

b.   In the event City delays or requests Contractor to materially delay upgrading specific Software to Reasonable Currency or requires operation and maintenance of multiple versions or releases of Software, then Contractor will do so, provided that if Contractor:

   (1)   is prevented from taking advantage (i.e., economic or performance) of technological advancements, enhancements, features, or efficiencies; or

   (2)   incurs additional costs (for example, costs due to withdrawal of maintenance or support by the applicable manufacturer or licensor, multiple version software charges) as a result of such delay;

City will either update (or allow the update of) the Software to Reasonable Currency or reimburse Contractor for any reasonable documented increased costs incurred as a result of such delay To the extent that Contractor can reasonably establish that any Service Level Requirement has not been achieved due to the lack of Reasonable Currency for any Applications Software provided by City, the City will provide Contractor relief from any Service Level Requirements affected by that condition; this does not provide Contractor relief from any Service Level Requirement that is not achieved due to other, wholly unrelated conditions. Contractor will notify City within a reasonable time period if Contractor reasonably believes either (1) or (2) above has or is likely to occur.

c.   In the event Contractor delays or requests City to materially delay upgrading specific Contractor provided software or Tools to Reasonable Currency or requires operation and maintenance of multiple versions or releases of such software or tools, then City will do so, provided that if City:

   (1)   is prevented from taking advantage (i.e., economic or performance) of technological advancements, enhancements, features, or efficiencies; or

   (2)   incurs additional costs (for example, costs due to withdrawal of maintenance or support by the applicable manufacturer or licensor, multiple version software charges) as a result of such delay;

then Contractor will either update (or allow the update) the Contractor provided software or Tools to Reasonable Currency or reimburse City for any reasonable documented increased costs incurred as a result of such delay. City will notify Contractor within a reasonable time period if City reasonably believes either (1) or (2) above has or is likely to occur.

3. OPERATING ENVIRONMENT STANDARDS

The table below list the operating environment as of the Effective Date which Contractor will support during the Term. Any changes to the operating environment below will be mutually agreed through the

Service Request process.

Intel and Unix Servers Operating Environment
AIX
Windows
Oracle Database Enterprise Edition
DB2

Schedule I
Interfaces

1. INTRODUCTION

This Schedule lists the CANVAS System Interface Solution and Type that Contractor will be using to deliver the Services under this Agreement.

2. CANVAS SYSTEM-TO-SYSTEM INTERFACE

System Interface Description	Interface Solution	Type of Interface
Cashiering	Real-Time Database View	System to System
Cashiering – Offline Load	Twice Daily Table Insert	System to System
eCheckout	Web Services	System to System

Schedule J
Forms

1. INTRODUCTION

This Schedule lists the lead time requirements associated with changes to designated Forms that Contractor will be using to deliver the Services, or as mutually agreed, under this Agreement.

2. FORM CHANGE LEAD TIMES

#	FORM Type	FORM Number	FORM Name	Annual Baseline (4 orders per year)	Lead Time from Proof Approval
1	ENVELOPE	493-020	#10 WIN-DEPT OF REV-PO BOX 804556	4,661,004	3 weeks
2	ENVELOPE	493-019	AA #9(0) OPT.- DEPT OF FIN- PO BOX 88292 W/INDICIA	4,554,996	3 weeks
3	ROLLSTOCK	496-025	CONSOLIDATED NOTICE	3,656,004	6 weeks
4	ENVELOPE	493-013	AA #10 WIN- DEPT OF FIN- PO BOX 5676 W/INDICIA	2,600,016	3 weeks
5	ENVELOPE	493-014	AA #9(3) OPT.- DEPT OF FIN- PO BOX 88292 W/INDICIA	2,600,004	3 weeks
6	ROLLSTOCK	496-037	COLLECTION LETTER - DEPT. OF LAW	1,808,400	6 weeks
7	ROLLSTOCK	496-035	COLLECTION NOTICE "FINAL NOTICE"	1,263,996	6 weeks
8	ROLLSTOCK	496-040	NOTICE OF VIOLATION WITH AUTOCITE IMAGES	1,099,596	12 weeks
9	ENVELOPE	498-040	#10 WIN COLLECTION LAW ENVELOPE W/INDICIA	780,000	3 weeks
10	ROLLSTOCK	496-007	VIOLATION NOTICE	875,196	6 weeks
11	ROLLSTOCK	496-039	CAMERA ENFORCED VIOLATIONS STOCK	738,600	12 weeks
12	ENVELOPE	498-018	#10 WIN-ADMIN HEARING- PO BOX 5676	258,000	3 weeks
13	ENVELOPE	498-030	#10 WIN-DEPT OF FIN- PO BOX 6289 W/INDICIA	147,996	3 weeks
14	ROLLSTOCK	496-009	IN-PERSON HEARING NOTICE	131,000	4 weeks
15	CUT-SHEET	498-035	DEPARTMENT OF REV. LETTERHEAD CUT SHEETS (BLUE)	72,000	3 weeks
16	ENVELOPE	498-021	#10 WIN-DEPT OF REV- PO BOX 6289 W/OUT INDICIA	66,000	3 weeks
17	ENVELOPE	493-010	#10 WIN-DEPT OF REV-PO BOX 5676	39,996	3 weeks
18	CUT-SHEET	496-021	DOR LETTERHEAD CUT SHEETS (ORANGE)	32,004	3 weeks
19	ENVELOPE	300	6X9 PERMIT MAILING ENVELOPE	24,000	3 weeks
20	ENVELOPE	493-011	#10 WIN-DEPT OF REV-PO BOX	12,000	3 weeks

			803100		
21	ENVELOPE	499-012A	9X12 ENVELOPE (5676 RETURN ADDRESS)	12,000	3 weeks
22	ENVELOPE	493-009	#10 WIN-DEPT OF FIN-PO BOX 803100 WO/INDICIA	12,000	3 weeks
23	ENVELOPE	498-042	#10 WIN COLLECTION LAW ENVELOPE	6,000	3 weeks
24	ENVELOPE	498-031	#10 WIN-DEPT OF REV- PO BOX 6289 - HEARING SCHEDULED	12,000	3 weeks
25	ENVELOPE	493-007	DISABLED PARKING RENEWAL #10 ENVELOPE	36,000	3 weeks
			Total Annual Product	**25,490,808**	
26	TICKET	497-003	Parking Ticket Books Printed (30 per ticket book)	50,000	10 weeks
27	TICKET		ANOV Ticket Books Printed (25 per ticket book) Volume is combined for all MCV tickets below.	16,000	
28	TICKET	MCV-400	Department of Animal Care and Control		12 weeks
29	TICKET	MCV-1300	Department of Buildings		12 weeks
30	TICKET	MCV-600	Department of Consumer		12 weeks
31	TICKET	MCV-800	Department of Business Affairs & Licensing		12 weeks
32	TICKET	MCV-1000	Department of Sewer		12 weeks
33	TICKET	MCV-900	Department of Environment		12 weeks
34	TICKET	MCV-500	Department of Health		12 weeks
35	TICKET	MCV-1400	Department of Special Events		12 weeks
36	TICKET	MCV-1200	Department of Aviation		12 weeks
37	TICKET	MCV-200A	Department of Police		12 weeks
38	TICKET	MCV-100	Department of Streets & Sanitation		12 weeks
39	TICKET	MCV-300	Department of Transportation		12 weeks
40	TICKET	MCV-1100	Department of Water		12 weeks
41	TICKET	MCV-700	Department of Zoning		12 weeks
			Total Annual Ticket Books	**75,933**	