

Contract Summary Sheet

Contract (PO) Number: 14465

Specification Number: ~~55981~~ 45124

Name of Contractor: AUTO VU TECHNOLOGIES

City Department: DEPARTMENT OF REVENUE

Title of Contract: SCOFFLAW VEHICLE RECOGNITION DEVICE SYSTEM

Term of Contract: Start Date: 1/1/2007

End Date: 12/31/2011

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$1,500,000.00

Brief Description of Work: SCOFFLAW VEHICLE RECOGNITION DEVICE SYSTEM

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: 50064003

Submission Date:

2/26/09

Contract (PO) No.14465
Specification No.: 45124
Vendor No. 50064003

Professional Services Agreement

Between

**The City Of Chicago
Department Of Revenue**

and

Auto Vu Technologies Inc.



**Scofflaw Vehicle Recognition Device System
LPR, ICV, GPS**

**RICHARD M. DALEY
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1** **Scope of Services**
- Exhibit 1A** **Summary of Working Operations and System Operations**
- Exhibit 2** **Schedule of Compensation**
- Exhibit 3** **Special Conditions Regarding MBE/WBE Commitment**
- Exhibit 4** **Economic Disclosure Statement and Affidavit**
- Exhibit 5** **Insurance Requirements and Certificate of Insurance**
- Exhibit 6** **Minimum Service Levels**
- Exhibit 7** **List of Key Personnel**
- Exhibit 8** **City of Chicago Travel Guidelines**
- Exhibit 9** **City Hardware and Software Standards Overview**
- Appendix A** **CANVAS Boot-File Layout and Boot-File Size**

AGREEMENT

This Agreement is entered into as of the 1st day of June, 2007, ("Effective Date") by and between AutoVu Technologies Inc. a Canadian 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 Department of Revenue ("City"), at Chicago, Illinois.

Pursuant to an RFP advertised on June 21, 2006, the City has negotiated with Contractor to provide, install, and maintain, hardware, software, and three different types of product: License Plate Recognition (LPR), In-Car Video (ICV); and GPS mapping. The Contractor must integrate all three product types to operate in concert with each other and to communicate wirelessly with the City's CANVAS system, as well as function to transmit video images in near-real time and be accessible to the City via the Internet, and provide the hardware and software to manage images and data produced by these products, all in accordance with this Agreement.

The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

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

"Additional Services" means those services which are within the general scope of services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms.

"Back-office Hardware and Software" refers to the base-station database computer as described in Exhibit 1.

"CANVAS" an acronym for: Central Adjudication, Noticing, and Violation Administration System - the Department of Revenue's parking database system and the City's main boot operations server. (See Appendix A.)

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"Custom Software" means any Software developed, designed, created and provided by Contractor exclusively for the use and enjoyment of the City under this Agreement and for which the City paid all associated costs.

"Director" means the Director of the Department of Revenue, and any representative authorized in writing to act on the Director's behalf.

"Department" means the City Department of Revenue.

"Equipment" means any product, component part, system hardware, or material item necessary for Contractor to successfully provide the Services under this Agreement, and as indicated, but not limited to, the "Equipment and Software list" as provided in Exhibit 1.

"ICV" means In-Car Video.

"GPS" means Global Positioning System.

"LPR" means License Plate Recognition.

"OEM" means the original equipment manufacturer.

"OEMC" means the City of Chicago's Office of Emergency Management and Communications.

"Regular Business Hours" are: Monday through Friday, 8 a.m. through 5 p.m., excluding national (U.S.) holidays.

"Services" means, collectively, the furnishing of and delivery of all Equipment, Software, and Deliverables; the installation testing and certification of the proper functioning of installed Equipment and Software; the training of City personnel on the use of Equipment and Software; the maintenance of all Equipment and Software and provision of professional technical and expert knowledge-support to Department of Revenue operations personnel; all other duties, responsibilities, and any and all work necessary for Contractor's successful performance of its responsibilities and obligations under Agreement including, without limitation, the Services requested by the City in their Request for Proposal Specification Number 45124.

"Software" means, collectively, the modules, applications, or programs necessary for Contractor to successfully provide the Services under this Agreement.

"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.

"System" means, collectively, all Equipment, Software, and Deliverables necessary for Contractor to successfully provide the Services under this Agreement.

"System Software" means all proprietary software of Contractor's which is provided to the City as part of the Software under this Agreement.

"Third Party Software" means all software which is neither Custom Software, nor System Software which is provided to the City as part of the Software under this Agreement.

"Trouble Report" is a report created by the Contractor each instance when an authorized representative from the Department of Revenue places a phone call to the Contractor to report a problem being experienced with the Equipment or Software.

"Unit" is a fully-functional Department of Revenue vehicle which has had the necessary Equipment and Software installed in it by the Contractor, to perform LPR, in-car video, and GPS functionality in accordance with this Agreement.

1.2 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 or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections 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.
- (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.

1.3 Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 1A	Summary of Working Operations and System Operations
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Minimum Service Levels
Exhibit 7	List of Key Personnel
Exhibit 8	City of Chicago Travel Guidelines
Exhibit 9	City Hardware and Software Standards Overview
Appendix A	CANVAS Boot-File Layout and Boot-File Size

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 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 2.3. The Services that Contractor must provide are described in Exhibit 1 and Exhibit 1A. All Services provided under this Agreement by Contractor shall be subject to the Minimum Service Levels set forth in Exhibit 6.

2.2 Deliverables and Software

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, documents, such as written reviews, recommendations, reports, and analyses, produced by Contractor for the City. Deliverables shall also include Custom Software, but shall not include System Software or Third-Party Software.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

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.

2.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care, and diligence normally shown by a vendor 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 is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services, or Deliverables or payment for any of the Equipment or 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.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

2.4 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 appropriate, available as needed, qualified, and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(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 2.4(b). The Department 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 Exhibit 7.

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and 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. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5 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 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.

2.6 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) 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 Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related 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.

- (e) 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, indemnify, and hold harmless 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.

2.8 Ownership of Deliverables and Software

All Deliverables including documents, Custom Software, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.9 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. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 8.2, Remedies.

Contractor hereby grants to City a perpetual, transferable, worldwide, royalty-free non-exclusive license to use, disclose, and redistribute System Software in connection with the City's enjoyment of the Services, subject to such reasonable confidentiality requirements as Contractor generally imposes on other clients that engage Contractor for similar services. Notwithstanding anything in this Agreement to the contrary, the City will not obtain any ownership interest whatsoever in the System Software.

Contractor must secure for City sub-licenses or direct licenses and associated maintenance agreements of all necessary Third-Party Software that is part of the Software. Under any licensing or sub-licensing agreement of Third-Party Software, including, but not limited to, operating system software and utilities, which Contractor must secure for the City as part of the System, City has the right to: (i) copy and distribute a release of the Third Party Software to the System and (ii) make at least one copy of any machine-readable portion solely for City's archival and back-up purposes. The City will properly reproduce on each such copy all notices of patent rights, copyrights, trademark rights, or trade secrets in such Third-Party Software or any part thereof.

2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the

Deliverables and of all aspects, elements, and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) Records

- (i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared 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. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.
- (ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

- (i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, 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 interested governmental agency, at reasonable times during the performance of its Services.
- (ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies, or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
- (iii) Contractor must maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.
- (v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:
 - A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or

Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

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

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.11 Confidentiality

(a) All Deliverables and reports, data, findings, or information in any form prepared, assembled, or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement and may be required to have each such person individually sign a confidentiality statement provided by the City of Chicago.

(b) Contractor 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 without the prior written consent of the Director.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Director and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, 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.

2.12 Assignments and Subcontracts

- (a) Contractor 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. 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, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

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

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

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

2.13 Liquidated Damages

Contractor acknowledges that its failure to meet the Minimum Service Levels set out on Exhibit 6, may result in severe operational disruption and certain losses and costs to the City which may be difficult to ascertain. In the event that Contractor fails to comply with the Minimum Service Levels set forth in Exhibit 6, Minimum Service Levels, Contractor will pay the City, as Liquidated Damages, and not as a penalty, the amounts set forth in Exhibit 6. Notwithstanding such Liquidated Damages, the City has the right to declare the Contractor in default pursuant to Article 8.

These provisions regarding Liquidated Damages, are not in lieu of any other damages suffered by the City as a result of termination of this Agreement pursuant to a declaration of default.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, until the later of (i) December 31, 2011, as that date may be extended under Section 3.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

3.2 Timeliness of Performance

- (a) Contractor must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 2.1 and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.
- (b) Neither Contractor nor Contractor's agents, employees, or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 years, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the provision of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2 Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60-days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number 100-29-4675-0162. Payments under this Agreement must not exceed \$ 1.5 million without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 5. DISPUTES

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

review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 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 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(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.

6.2 Nondiscrimination

(a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(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, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964,

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

(ii) State Requirements

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

(iii) City Requirements

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

(b) Subcontractors

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled, and craft union skilled labor, or that may provide any such materials, labor, or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

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

understanding and compliance with it.

6.4 MacBride Ordinance

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

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

The provisions of this Section 6.4 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.

6.5 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.

6.6 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, 2006, the Base Wage was \$10.00 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 and all other Performing Parties must pay the prevailing wage rates.

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

an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are 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 or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. 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.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.8 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 fundraising 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 represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached 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 fundraising 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. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

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

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

For purposes of this provision:

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

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

council.

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 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 fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

6.9 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.

6.10 Deemed Inclusion

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

6.11 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 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

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

- (a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents, and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to

be performed this Agreement under the terms and conditions stated in this Agreement;

- (c) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Contractor and its Subcontractors are 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) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- (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) acknowledges that any certification, affidavit, or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and
- (h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

7.2 Ethics

- (a) In addition to the foregoing warranties and representations, Contractor warrants:
- (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.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

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

7.5 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 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 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 7.5 as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any direct or

indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist 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, the Consulting Parties 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 Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Director in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and 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, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 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.

7.7 EDS / 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 without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- (b) Contractor's failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Director or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy, or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;

- (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
- (ix) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.
- (f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 6.1(a).

8.2 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 may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. 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.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, 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 8.2 and Article 10, Contractor must discontinue any

Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

- (b) **Exercise of Remedies.** After giving a Default Notice, the City may invoke any or all of the following remedies:
 - (i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;
 - (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
 - (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
 - (iv) The right to money damages;
 - (v) The right to withhold all or any part of Contractor's compensation under this Agreement;
 - (vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;
 - (vii) The right to declare default on any other contract or agreement Contractor may have with the City.
- (c) **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.
- (d) **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.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 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 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 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 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

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

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15-days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45-days within any one 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 8.3.

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) 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.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises, or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor 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 City, its officials, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor, and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of 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

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

9.2 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.

9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications, or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City, or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 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.

9.5 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.

9.6 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.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every 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, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 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.

9.9 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.

9.10 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, MBE/WBE Compliance spend-versus-paid report updates, and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. 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 Agreement, 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.

9.11 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 Agreement 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), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 10. 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 Revenue
 Attention: Director
 121 North LaSalle Street, Suite 107
 Chicago, Illinois 60602
 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: AutoVu Technologies Inc.
 Attention: Pierre Hubert
 300 St-Sacrement, Suite 415
 Montreal, Quebec H2Y 1X4
 Canada

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor 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 have been made with complete and full authority to commit Contractor 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

SIGNED at Chicago, Illinois:

CITY OF CHICAGO
 By: Richard M. Daley
 Mayor
Steve J. Lue
 Comptroller
Michael McKinley
 Chief Procurement Officer

Time 11
 (CONTRACTOR)
 By: Pierre Boaz
 Its: President
 Attest: [Signature]

State of Quebec
 County of Montreal

This instrument was acknowledged before me on June 4, 2007 (date) by
Alain Côté (name/s of person/s) as Secretary
 (type of authority, e.g., officer, trustee, etc.) of: AutoVu Technologies, Inc. (name of party on behalf
 of whom instrument was executed).

[Signature]
 (Signature of Notary Public) Seal:
Commissioner for oaths for the judicial district of Montreal
 Commission 172251 Expires: 01-14-2010

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¹If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

EXHIBIT 1 SCOPE OF SERVICES

The Contractor shall provide the Department of Revenue with a complete integrated system, and all that may be required for the integrated system, such as Equipment, Hardware, and Software (the "System"), including the configuration of Software, installation and testing of Equipment functionality, training, maintenance, and on-going support as may be needed.

The System will be a compilation of three independent systems: LPR, ICV, and GPS; each one provided, installed, maintained, and supported by the Contractor; and all connected to work in concert with each other, transmit data wirelessly, and be archivable and configurable.

All wireless transmissions must be configured by the Contractor to operate on the City-designated, City-approved wireless network. The City-approved wireless network will be used for three tasks: streaming live video from the ICV, communications with CANVAS, and sending real-time position information from each active vehicle to the Base Station. All IT-related applications which may affect the City's IT network, must comply with the then-current City standards established by the City of Chicago's Department of Business and Information Services (BIS).

The System, among other functionalities, must be able to communicate and exchange updated information with CANVAS in near-real-time wirelessly, and transmit video images and GPS mapping images in near-real-time via a secured website for viewing by authorized representatives from the Department of Revenue. The parties acknowledge that the ability to communicate with CANVAS will be implemented at a later date, to be mutually agreed.

NOTE: The mechanisms required for communication with the CANVAS system have been documented and are attached by reference herein. Facilitation of communication between the Contractor's System with CANVAS remains to be implemented by the City at the time that this Agreement was being drafted. Therefore, the initial phase of deployment of this Agreement may occur without a mechanism for the Contractor's System communication with CANVAS. Until such time the City facilitates the communication pathway for the Contractor's System with CANVAS, communication must be implemented by the Contractor at such reasonable time designated by the Department of Revenue, at no extra charge to the City. Incremental CANVAS updates that need to occur during the course of a vehicle operator's shift will not be available until such time these actions are fully supported by the CANVAS system.

As part of the System, the Contractor must provide a base station computer, or equivalent, that operates to support management software, and which supports the back-end functionality of the on-street Department of Revenue vehicles (the "Back-office Hardware and Software"). The Back-office Hardware and Software must fully support LPR, ICV, and GPS data, audio, and video recordings, accommodate data records storage, and facilitate communication between CANVAS and the on-street Department of Revenue vehicles.

Deployment will occur as follows:

Phase 1: AutoVu will deploy 3 units and the back end server; this should take approximately 3 weeks to complete. (See Exhibit 1A.)

Phase 2: The remaining 23 units (the "Remaining Units") will be deployed as quickly as possible, but will all be deployed within the maximum 3 month period from date of order.

The City commits to timely availability of the vehicles as per a pre-agreed installation schedule. The objective is to install, test and release 5 or more Units per week. The City commits to make available 3 or more vehicles for concurrent installation; installation of the vehicles will be completed within a maximum period of 72 hours.

Installation of all units will be done at the *Tri-Angle Fabrication & Body Co.* location. (See Exhibit 6 concerning Liquidated Damage assessments in the case of non-performance of installation schedule.)

Contractor shall provide everything necessary to fully and successfully provide the City of Chicago with the Services and System as defined in this Agreement. Included in these Services are all the items which Contractor has set forth in the portions of its Technical Specifications, Cost Proposal (Exhibit 2 Compensation Schedule), and answers to Questions which are included in this Exhibit 1. In the event that there is any conflict between this Exhibit 1 and the definition of Services contained in the Agreement, the definition of Services contained in the Agreement shall govern.

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TECHNICAL SPECIFICATIONS

General Overview of LPR, ICV, and GPS Functionality

LPR. The Contractor must provide a dual-camera LPR system. The LPR system shall be configured such that a vehicle is driven on the streets and the LPR records an event each time a possible scofflaw vehicle is detected. For each such detected vehicle, the position of the vehicle is stored in a database along with an image of the vehicle and the license plate read.

ICV. The Contractor must provide three ICV cameras: two mounted to capture images on either side of the Department of Revenue vehicle (the "boot cameras"), and the third mounted to capture images of the driver himself (the "face camera"). Hardware and software must be provided by the Contractor to support the ICV functionality. The ICV cameras must be mounted to transmit near-real-time images in at least an MPEG4 format to be viewed by City managers via the Internet as, for example, when a driver exits his vehicle, installs a boot onto a parked vehicle (or performs the release of a boot from a vehicle, or prepares to tow a vehicle), and returns back to his vehicle. The face camera will also transmit video images of the driver when, for example, the vehicle is at a stop and while the driver is seated in the driver's seat. The focus of the boot cameras should be to capture (in daylight or nightlight and all other lighting conditions) any images outside the vehicle on either side (e.g. an attack made on the driver). An alarming system can aid managers by triggering video recording or transmission based on events such as a door opening or even an operator-controlled alarm switch.

GPS. GPS shall track and record the vehicle's route-path. The Contractor must provide a GPS system to be affixed to each Department of Revenue-designated boot operation vehicle. The GPS system software must record the date, time, and location of a boot operation vehicle, and allow that data to be stored for later recall and management review. The system must, at minimum, be able to track the movement of individual vehicles over time; identify the street address of a vehicle's location at any given moment; and identify vehicles which have not moved within a user-defined period of time. The Unit is also to be outfitted with an accompanying GPS route management package that enables management to replay the actual route the Unit was driven during each shift. This information thus enables management to optimize deployment such that performance is maximized.

Wireless Technology. The Contractor's Equipment is designed to take advantage of the latest advances in high-speed cellular networks such as EVDO. Data must be viewable and be able to be downloaded wirelessly to the mobile computer and the mobile computer must be able to upload data wirelessly back to a base-station database computer.

System Hardware and Software. The Back-office Hardware and Software server will host all boot-operations information and will eventually be linked to CANVAS at a time to be mutually determined. The Back-office Hardware and Software server will be centrally located at the current Department of Revenue Street Operations location (2735 North Ashland Avenue, Chicago, Illinois).

After the link has been made to CANVAS by the Back-office Hardware and Software server, the mobile computer system installed in the Department of Revenue Units must be capable of performing secured wireless data communication to/from the Back-office Hardware and Software server; and download the most current information in real-time from CANVAS and transmit a current boot-eligible database-file wirelessly to each vehicle's mobile computer. (See Appendix A for Boot-File Layout and Boot-File Size.) Also, this Back-office Hardware and

Software server must enable LPR data and other boot-related fields in CANVAS to be updated and populated by the vehicle drivers in near real-time, such as, for example: a booted vehicle and associated information; tow information; or boot-release information. Data must be able to be transmitted in both directions in real-time between the LPR and CANVAS.

AutoVu LPR System details

A typical deployment of LPR products in a scofflaw vehicle program would be as follows:

Depending on the size of the jurisdiction one or more LPRs would be deployed to various areas of the city. The Department of Revenue Unit driver would operate the LPR as directed.

At the commencement of the driver's shift the LPR is updated with the most recent scofflaw database files. After the link has been made, the system is configured to provide operators with a wireless interface to the database. The CANVAS system can be accessed by the vehicles in real time through the Back-office Hardware and Software server.

On each street the LPR enters it will begin to read license plates and match them to the on-board database of scofflaw vehicles. As a license plate is read and compared to the database an alarm will advise the operator if the license plate number is matched to the database. The information is displayed on the user interface for the operator to assess.

In the case where a positive match is made the operator would immobilize the vehicle. Using AutoVu's system in this manner enables the LPR to achieve maximum efficiency, as it is in continuous use while on patrol.

At all times during the shift the information collected throughout the day (hot list hits and images) is off loaded using the wireless EVDO interface. This information is also exported to an AutoVu provided PC based back-end management reporting system. This is in addition to the updating of the CANVAS database and is essential to be able to provide additional management functionality. From this database, management personnel are able to access all of the data collected throughout each shift and analyze it.

The Back-office Hardware and Software server permits users to search by license plate number, generate reports on performance, found vehicles, those not enforced and provides an hour by hour breakdown of the systems usage including the number of plate reads.

LPR Reports. As noted above, AutoVu's system is provided with a comprehensive back-end management reporting system. Reports are compiled automatically in Excel format providing the following required information for each vehicle:

- A. Usage statistics
- B. Total number of plates scanned by hour per day.
- C. Daily record of scofflaws enforced and not enforced.
- D. Summary reports listing the following:
 1. Total hits
 2. Days used
 3. False positive rate
 4. Number of manual entries

5. Average scofflaw vehicles found per day
6. Average reads per scofflaw vehicle found
7. Average hours per scofflaw vehicle found
8. Number of plates read per hour
9. Number of plates read per day
10. Hours of operation per day
11. System utilization for the period reporting

LPR Image Review. AutoVu's LPR is provided with software enabling management to view images of vehicles after the fact. The software enables Department of Revenue management to search by license plate number and by time of day. Images are provided for each scofflaw vehicle identified and are searchable by those enforced and those not enforced.

LPR Component Overview

The AutoVu LPR system combines high resolution dual-camera sensors with a ruggedized, high-performance vehicle-mounted computer known as the Integrated Control Unit (ICU). License plate images are captured for reading with high-resolution monochrome cameras, while a wide-angle camera simultaneously captures color overview images of the vehicle of interest, allowing identification of vehicle location, color and model. Processing of license plate images is performed in the ICU, where plate reads are combined with GPS and inertial navigation information to facilitate data mining. In addition, the ICU controls camera exposure and illumination power. Users interact with the ICU via a graphic user interface running on the floor-mounted touch-screen.

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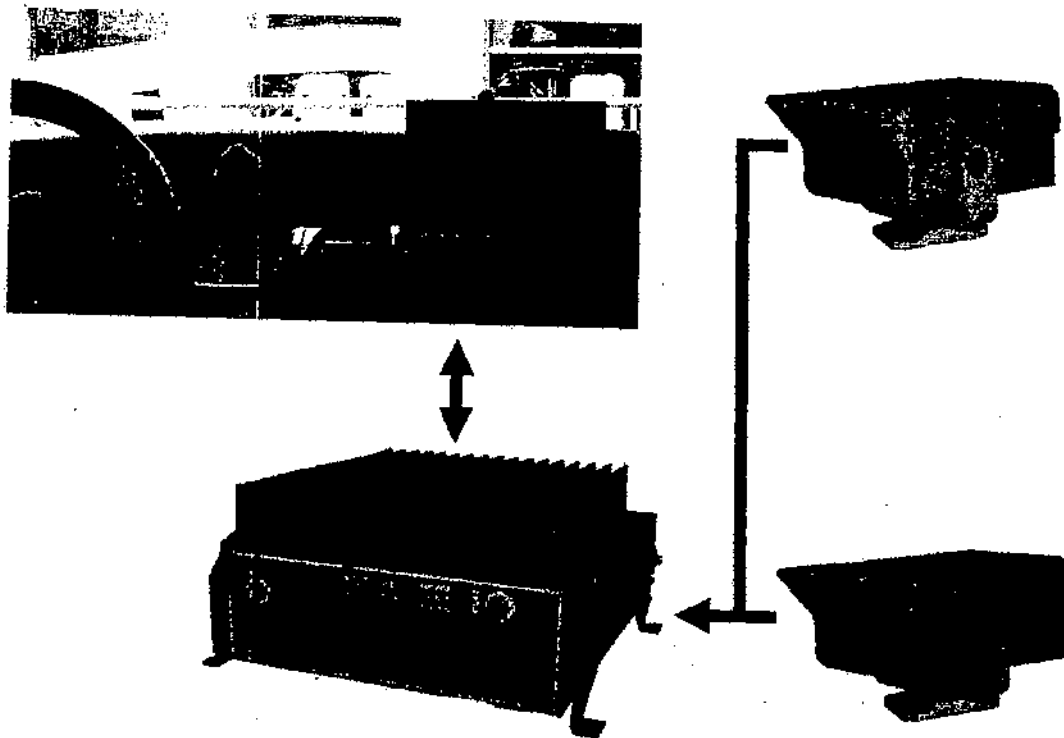


Figure 1: AutoVu LPR system Components: touch-screen, camera modules, and rugged computer.

LPR Communications options. The AutoVu LPR system supports both real-time and off-line hotlist updates via the following technology options:

- Alvarion Wireless Ethernet
- 1xRTT / EvDO
- GPRS/EDGE
- In-vehicle LAN connectivity 10/100 base-T Ethernet
- USB flash memory stick

Up to two types of wireless technologies may be combined in the same application.

LPR Security options. AutoVu's products support a diversity of solutions for securing wireless and memory-stick hotlist update methods, depending on customer requirements. Users typically specify 128 bit WEP, PEAP and/or WPA for 802.11b connections, whereas cellular wireless connections are often secured using a VPN or using SSH. Data stored on USB flash memory devices can be encrypted using Blowfish file encryption.

LPR Physical Specifications, Installation, and Mounting Options. The ICU, LPR camera modules, and cabling are designed specifically for installation in vehicles. Electrical power to the system (12-amp during operation and 4-amp during offload) is supplied via a direct connection to the vehicle battery or power distribution centre. On-board power relays ensure that zero current is drawn when the vehicle is powered off, preventing battery discharge during storage. Signals for ignition, reverse and odometer (VSS) are connected to the vehicle electrical system and used for

inertial navigation and power switching. The ICU is designed to be mounted in the trunk or cargo space of a booting vehicle and is shock-mounted to ensure long life in demanding police environments. Dimensions are shown in Figure 2; weight is 16 lbs. Since the ICU contains no moving parts other than its rugged hard disk, it is virtually silent during operation.

Dimensions for the LPR camera housings are given in Figure 3. Weight is 1.1 lbs.

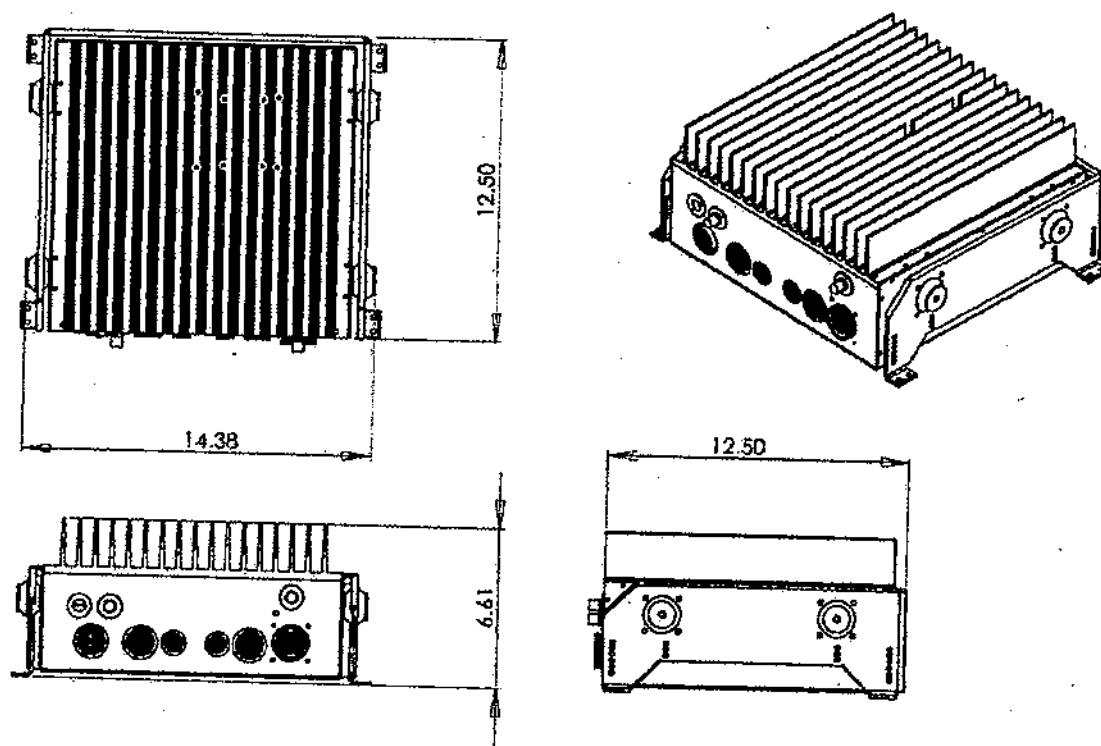


Figure 2: LPR Integrated Control Unit (ICU) physical dimensions (all dimensions in inches). Weight is 16 lbs.

Video Inputs. In addition to its two primary LPR camera inputs, the ICU provides four auxiliary NTSC/PAL video inputs.

Touch-screen. The user interface to the system will be primarily through a Panasonic CF-VDL02 monitor with touch-screen. This is a 12.1" (diagonal) TFT color, active matrix LCD display with a resistive type touch-screen, integrated speakers and brightness and volume controls. The monitor is designed for mobile installations and has a bright display, at 1200 cd/m² (NIT).

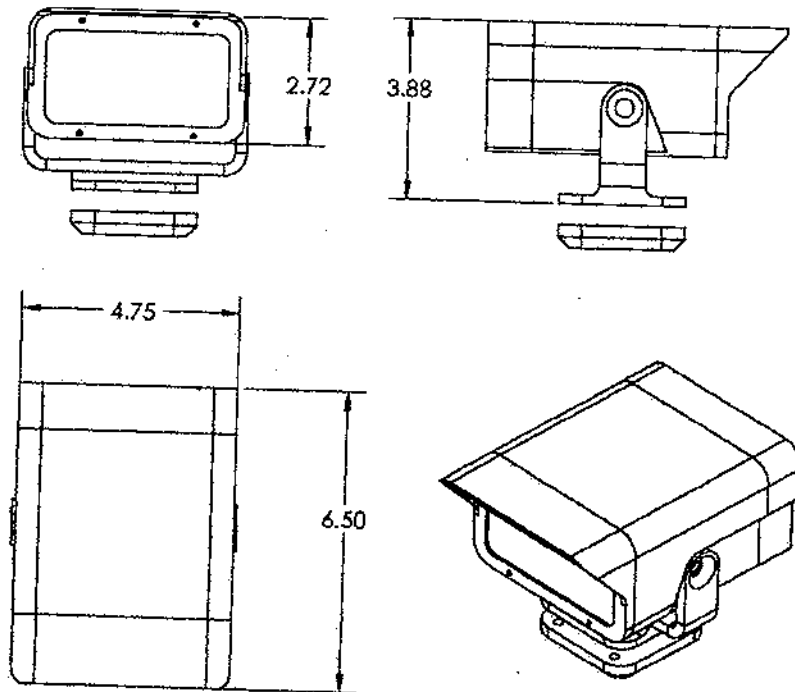


Figure 3: AutoVu LPR camera module dimensions.

LPR Cleaning Requirements. The ICU and LPR camera housings are sealed, maintenance-free products designed for reliable operation in the most demanding environments. To facilitate maintenance, the ICU is removable via four easily-accessible bolts and the LPR camera housings may be removed via two mounting screws. Regular cleaning of the LPR camera module front is required to maintain accurate reading.

LPR Camera Specifications. AutoVu's water-proof, vibration-resistant, LPR camera module includes high-resolution (1024x768) infrared (IR) sensitive cameras for long range license plate capture, IR illumination and color overview imaging cameras (640x480). LPR Camera modules are bolted through vehicle roof using special sealed mounting plates to ensure a rugged, waterproof mounting.

LPR System Specifications Summary

Parameter	Min	Typical ²	Max	Units
Maximum operating temperature	60 (140)			°C (°F)
Minimum operating temperature	-20 (-4)			°C (°F)
Maximum relative humidity, non-condensing ³	90			%
Input voltage (nominal 12 V operation)	12.8	13.8	16.2	V
Power consumption	140/52			W
Current draw	12/3.8			A
Maximum shock, operating ³	980 (10)			m/s ² (G)
Wireless connectivity	Alvarion Wireless Ethernet (WiFi), 1xRTT/EvDO (Cellular)			
Port connectivity	4x USB ports, Ethernet			
Primary LPR camera inputs	2x 640x480 or 1024x768 @ 30 fps			
Context camera inputs	2 x 640x480 NTSC Color			
Additional video inputs	4 x NTSC or RS-170A			
Weight	7.2 (16)			kg (lbs)
Physical dimensions	18 x 36 x 31 (14.5 x 12.5 x 7)			cm (in)

City must be given prior written notice of any specification changes and Contractor must receive City approval prior to implementing such changes which may affect City of Chicago operations.

² Values are representative of typical operational performance.

³ Based on component manufacturer's specifications

In-Car Video (ICV) System Details

The in-car video system employs the same hardware platform as the LPR system. (See ICU section.) The Integrated Controller Unit (ICU) has the capability of performing image acquisition and processing for LPR while at the same time providing image storage for ICV recording. This single server must provide the storage (and facilitate the viewing) of all LPR, GPS, and ICV records related information. Access to records will be provided through client applications that can be installed on any workstation residing on the same network as the server.

Genetec's Omnicast Software must provide a highly flexible video management solution to record and stream video from any of the three required ICV cameras. The Omnicast Software must be an enterprise class IP Video Surveillance Solution that provides seamless management of video, audio, and data across any IP network.

The Omnicast-based ICV solution includes the following features:

ICV Wireless Microphone AutoVu LPR System details

Triggering Omnicast must support a full range of hardware and software triggers. The following triggering model will be employed to capture video clips each time a boot is installed. Through the touch-screen user interface, once the operator acknowledges that a boot will be installed, the system becomes primed to begin recording. Recording is then triggered when the driver's door is opened. Each recorded clip begins 30 seconds prior to the door opening. Recording from the boot camera begins when the door is opened and continues until the operator acknowledges (through the user interface) that a boot has successfully been installed. All time segments associated with video recording are parameters that can be altered to better suit operational needs.

Streaming Two ICV cameras (boot cameras) must be provided and installed to perform the recording activity when boots are being installed by the vehicle operator. One ICV camera must be mounted on either side of the booting vehicle, and the appropriate camera-side will be selected automatically based upon where the bootable scofflaw vehicle was detected. A third camera (face camera) will be installed to view the vehicle operator when sitting/driving the boot vehicle. The Omnicast system must support real-time streaming of live video from any one of the three ICV cameras. Streaming will be available through a wireless EVDO connection and will permit users in various locations (such as the Department of Revenue Office and the OEMC) to view live feeds from a user-selectable camera at any time. During the shift, the System will be configured to offload information to permit the following functionality:

- Review all records for boots installed up until the current time.
- Live vehicle tracking
- Live video streaming (when requested)

This offloading will be done through the EVDO wireless network connection. When a client is connected and is viewing streaming video, there will be no indication to the in-vehicle operator that this is taking place.

OEMC Alarm Situations The Omnicast alarm management module must provide Department of Revenue-designated security personnel (at the Department of Revenue Office as well as at OEMC) with the information they need to handle situations that requires their immediate attention and response. These are termed "alarm situations". When an alarm situation incident occurs, the alarm management module must signal an alarm to the designated OEMC security personnel who must be trained to recognize the alarm and be trained to execute the appropriate response.

The moment a distressed vehicle operator initiates an alarm, the Omnicast alarm management module must immediately and concomitantly execute the following to the Department of Revenue-designated persons (providing that the wireless network and all other non-Contractor systems as required are fully operational at the time):

- (1) trigger an audio and visual alarm discernable on the OEMC system by OEMC security personnel's image monitor to cause the OEMC security person to immediately respond as trained;
- (2) enable the OEMC security person to select the requisite ICV cameras, as may be necessary, to begin streaming real-time video images from the ICV camera, or cameras, selected by the OEMC security person;
- (3) provide the OEMC security person with an interpolated street address and GPS coordinate location of where the alarm was initiated.

Each camera that was triggered to stream video from a vehicle must have its images displayed as live video which can also be played back to show the events leading up to the triggering of the alarm; and if selected, playback a sequence of still-frame images.

Back-office Hardware and Software Storage. All offloaded audio and video clips must be stored centrally on the high performance server (RAID configured with 4GB RAM and >6TB storage) provided, installed onto a server rack, configured, and tested by the Contractor. All audio and video records may be retained for a period of 60-days from the time a boot was installed. A regularly scheduled purge process that occurs on specific dates (or as may otherwise be set by the City) may be used to limit the number of stored records. For particular records of interest, the system must provide the ability to mark these records so that they will be set aside to be removed to a separate storage device prior to purging. A separate application will be provided for viewing these records.

Back-Office Storage and Review System. Genetec has integrated the Omnicast and AutoPatrol back end viewing systems so that audio/video clips offloaded from each vehicle will be available for viewing directly. Each time a booted-vehicle record is examined, using a single interface it is possible to directly re-play all video and audio that were stored around the time the boot was installed.

Security. To ensure that data integrity is preserved, all video clips are stored in an encrypted tamper-proof format. Genetec has implemented the latest digital signature technologies to protect the integrity of stored video and audio. Omnicast's digital signature algorithm uses SHA-256 to compute the fingerprint of every video frame that is received and then encrypts that fingerprint using RSA-248bit encryption techniques. The result is then appended to each video frame as it is written to disk. This allows Omnicast to detect if a single bit has been changed in video file and indicate the exact frame that has been modified.

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LPR CAMERA QUESTIONS

1. *What is the average life expectancy of the IR illuminators and the LPR system overall?*

The life expectancy of the IR illuminators is conservatively rated at 50,000 hours. The LPR system overall is designed for a 5 year life-cycle with regular maintenance.

2. *If the LPR system is used for parking enforcement booting purposes, provide a sample from other cities detailing the increase in revenue as a result of the system.*

Salt Lake City, Department of Parking	Manual Method	Auto Vu	Increase
Boots over a 59 day period	12	76	535%
Average revenue of \$810 p\boot	\$9,720	\$61,560	535%
Anticipated annual revenues	\$51,840	\$244,620	+\$204,120

City of Ft. Collins, Department of Parking	Manual Method	Auto Vu	Increase
Boots over a 20 day period	20	80	300%
Average revenue of \$150 p\boot	\$3,000	\$12,000	300%
Anticipated annual revenues	\$36,000	\$144,000	+\$112,000

City of Chicago, Department of Revenue	Manual Method	AutoVu	Increase
Boots over a 40 day period	400	597	50%
Average revenue of \$500 p\boot	\$200,000	\$298,500	50%
Anticipated annual revenues	\$1,500,000	\$2,250,000	+\$750,000

City of Tampa, Department of Parking	Manual Method	Auto Vu	Increase
Boots over a 20 day period	5	27	440%
Average revenue of \$250 p\boot	\$1250.00	\$6750.00	440%
Anticipated annual revenues	\$13,000.00	\$70,200	+\$57,200

City of San Diego, Department of Parking	Manual Method	AutoVu	Increase
Boots over a 50 day period	13	43	231%
Average revenue of \$500 p\boot	\$6,500	\$21,500	231%
Anticipated annual revenues	\$39,000	\$129,000	+\$90,000

3. *What is the average false-positive ratio in other cities? How do these differ from the City of Chicago in terms of booting numbers and total number boot eligible plates?*

False positive ratios in other cities can be as high as 10%, as experienced in the current Chicago implementation. Our new high resolution cameras and context specific implementation of the software recently deployed with the PD in the City of Chicago currently provides us with less than a 1 % false positive ratio. We have averaged this in the City of Chicago with the Chicago PD for the last few months and will be offering a similar context specific system to the Department of Revenue. We believe this to be the highest ratio possible in Chicago and have experienced similar success in other cities such as LA.

4. *What have been the most frequent system problems reported by users?*

We currently have very few problems with our latest generation system; they are proving to be robust and effective. Users of previous systems had complaints with regards to user-friendly ergonomics and high false-positive ratios along with some off-the-shelf hardware-related issues. All of these items have been addressed with new software and custom designed hardware designed for vehicular use. No other item has been reported by > 2% of our current customer base as we maintain a database of all customer service issues.

5. *What features, if any, are unique to your system? Explain how these features place your product above your competitors?*

There are a few features that are unique to our system, the key feature being that the cameras that we use are high resolution. By going with expensive high-resolution cameras with sensors of 1024x768 we have much more data available to accurately read the license plate. Our competitors all use 640x480 or 768x575 resolution cameras. The difference is similar to watching regular television and High Definition television, the High Definition image is so much clearer that it is easier to make out the small details. Our systems have also been deployed in areas such as Chicago, but also in more severe Northern Climates such as Edmonton, Alberta. We use highly specialized hard drives that operate to -40 degrees, whereas most competitors have fluid-bearing hard drives that freeze and do not operate at cold temperatures. Obviously they have never been to Chicago on a cold winter's day! We have a few other unique technologies that we have added which are outlined below:

- **Proprietary matching technology:** Accurately matches license plate reads to its onboard database of wanted vehicles. Occluding factors such as mud, snow, trailer hitches, and plate deterioration prevent any system from recognizing 100% of the characters 100% of the time. AutoVu provides unparalleled performance by using its matching technology to automatically compensate in such instances. The AutoVu system uses unique 'fuzzy matching', which also accounts for misread characters to increase the reliability and performance of its matching capabilities.
- **Mobile reading:** Mounted onto a moving vehicle, our technology is capable of reading in excess of 1000 plates per hour at speeds of up to 70 MPH. We detect and read license plates of parked vehicles in a fraction of a second despite the significant rotation and skew of the license plate in the images that are captured.
- **Positioning System:** A proprietary tracking system is provided. The system combines GPS (satellite) technology with inertial positioning tracking and map matching. The result provides reliable position information even in crowded urban settings where traditional GPS-based positioning systems fail. This is a key differentiator to our technology when tracking a vehicle becomes important. The combination of three technologies provides a robust system that will provide accurate location information at all times. Law

enforcement LPR products do not provide this level of vehicle tracking but it has been a cornerstone to AutoVu's success in the parking enforcement market and kept us at the top of this industry for many years.

- The Auto Vu system overcomes an industry challenge by capturing and accurately reading both reflective and non-reflective license plates.
- Glare and shadows have detrimental effects on LPR accuracy and performance. AutoVu's technology effectively deals with shadows and glare. Other features include real-time compensation for character skew and rotation.
- Background Pattern compensation and Vanity Border removal. Many license plates today have complex background patterns. Once again, AutoVu uses its unique technology together with an effective character segmentation algorithm to easily extract characters from any of these complex background patterns. A large number of license plates also have vanity borders, which at times may obscure the bottom of the characters. The Auto Vu software is extremely effective in extracting characters, even in cases where they are partially obscured.

6. *From what distance can your system accurately scan plates?*

Maximum scanning distance is 45 feet. The ideal range would be a distance from 10 to 5 feet from the cameras.

7. *What is the maximum vehicle speed which will allow the system to operate properly without losing any possible hits of boot eligible vehicles? How many plates can be run per hour?*

60MPH

Theoretically, we can read plates at a rate of 60 per minute. Practically, the number of plates corresponds to the actual number of cars; in a dense parking lot we have read plates at rates exceeding 2,000 plates per hour.

8. *Can the system run uniformly regardless of lighting conditions?*

The powerful IR illuminators provide sufficient lighting to read plates in all sorts of lighting conditions.

9. *The City of Chicago may expand use of the LPR system beyond searching for boot eligible vehicles, (i.e. stolen, amber alert, sex offender, terrorist). How many databases will your system allow to match against? What are the size limitations in terms of file size and plate totals?*

There is no limit to the number of databases used or the size of each database.

10. *Does the system you are proposing provide the ability to capture, store, display and interpret both infrared and color images of license plates within range of the equipped patrol vehicle? Would the use of color imaging improve the overall false-positive ratio? Please explain in detail.*

Although we have deployed in other cities the use of color cameras to read plates it has not improved the number of false positives, it merely enhances the ability. to read non-IR reflective plates. We currently experience with IR lighting in Chicago less than a 1% false positive ratio with the Chicago PD. They currently use a database comprised of 100,000 records. The Department of Revenue uses a database of

approximately 750,000 scofflaws, so the likelihood increases statistically of a higher number of false positives, although we use sophisticated technology to reject nonconforming plates based on Illinois syntax. The database is mostly comprised of Illinois plates and thus the use of color cameras is not useful in identifying scofflaws unless they are from states where there is no IR reflectivity on the plate.

11. Although the city is asking for a wireless transfer of data to vehicles, what is your alternate means of communication or the updating of databases and transfer in the event the wireless communication is down?

The system is designed to work through the high-speed network provided by the City-approved wireless network. Should this network not be available for an update of the database, this can also be done via a USB jump drive. A USB slot is provided at the monitor to make this data transfer as simple as possible. Some of our clients prefer to use this method of update although it does not have the benefit of real-time as required by this Agreement.

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ICV QUESTIONS

1. *Is the operation of the in-car mounted video cameras affected by extreme hot or cold temperatures?*
 Yes or No *Explain.*

No. The system's operational temperature range is -22°F to +140°F. The system will require a short warm-up time at temperatures below 14°F.

2. *Do the in-car mounted video cameras incorporate LED lights that indicate when audio and video are being captured?*
 Yes or No *Explain.*

No for the boot cameras. Yes for the face camera. The Wireless microphone also has a LED light indicated recording status.

3. *Can the in-car mounted video camera system be rotated 180-degrees to the left and to the right without having to loosen any screws or knobs?*
 Yes or No *Explain how rotation is achieved.*

No. The system is designed so that the operator cannot change the camera viewing angle. The face camera captures the entire passenger space of the vehicle. The boot cameras are positioned on either side to capture booting activity.

4. *Does the in-car mounted video camera system have a control setting for low lighting situations?*
 Yes or No *Explain.*

No. The Boot cameras have automatic exposure control. The face camera has automatic exposure control plus a built-in infrared illuminator.

5. *What is the peripheral range of view (distance in feet and peripheral view in degrees) from the fixed-point of the in-car mounted video camera?*
 Yes or No *Explain.*

Minimum field of view is 28 feet width at the distance of 35 feet (46 degree).

ICV VIDEO MONITOR QUESTIONS

1. *Is a separate monitor required for the in-car mounted video camera system?*
 Yes or No *Explain.*

No. The LPR and ICV systems use the same monitor.

2. *If a separate monitor is required for the in-car mounted video camera system, describe the monitor console – is it:*
- a dash mounted unit;
 - an overhead mounted unit;
 - an independent floor mounted unit; or
 - a unit mounted between the seats.

An independent floor mounted unit.

3. *Can your in-car mounted video cameras be connected so that the video image can be viewed on the touch-screen of the mobile computer in the vehicle (as described earlier in this document)? Explain what the pros and cons and system requirements for this connection would be.*

Video can be viewed on the in-car mounted touch-screen for diagnostic purposes only. The driver cannot view the video of the car-mounted cameras.

4. *The City of Chicago seeks in-car video camera mounting locations and methods that will not pose a safety hazard to the vehicle occupants. Explain how your mounting system accomplishes this and describe the safety considerations made.*
 Yes or No *Explain*

Yes. The boot cameras will be flush-mounted to the side panels of each van. This will render them less visible from the outside. Their housing will protrude slightly inside the vehicle, but at locations towards the back that will not interfere with vehicle operation. The face camera will be mounted where the rear-view mirror would be, once again in a location that does not hinder vehicle operation.

ICV WIRELESS MICROPHONE QUESTIONS

1. *Describe the physical and technical specification of the audio recording device of the in-car mounted video camera system.*

There are two microphones to record audio along with the recorded video. One is the 'face' camera microphone that is integrated into the face camera. The other is the wireless microphone that is to be worn by the operator.

The wireless microphone is 2.4 GHz Digital Spread Spectrum design with an integrated panic button that will permit signaling the OEMC in the case of an emergency.

The wireless transmitter has "in use" and "low battery" light indicators as well as built-in audio tone for out of range indication. Its rechargeable battery allows six to eight hours of continuous operation or 14 days of standby time.

Each wireless docking station has a charger which allows personnel to charge the transmitter in the vehicle and the transmitter synchronizes with the base when it is placed in the charger.

2. *What is the minimum operating range between the microphone transmitter and the recording device receiver?*
300 feet minimum.

3. *Describe how the microphone is activated and deactivated (i.e. when the in-car mounted video camera is turned on; or is there a separate audio switch that must be manually activated; can the operator manually activate or deactivate audio recordings remotely; etc.?)*

For the face camera microphone: Audio will be recorded in parallel with the face camera video recording. There is no audio switch and the operator cannot manually activate or deactivate the audio recording.

For the wireless microphone: The microphone will be activated and audio will be recorded when either boot camera video is being recorded. The wireless transmitter will need to be turned on at the beginning of the shift, but otherwise there is no manual activation or deactivation required. Pushing the panic button (requiring activating the unit, if not already remotely activated) also will trigger recording.

4. *Describe how the wireless microphone attaches to the operator.*

The microphone does not need a wired lapel clip to record audio. It can be placed in the shirt pocket or clipped to the shoulder stripe. There is an optional wired lapel clip can be installed on the microphone for officers wearing the microphone on the belt to receive best results.

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ICV Recording Media QUESTIONS

1. *The in-car mounted video camera system recording media must be digital.*
 - (A) *Can the sound and video be recorded onto the mobile computer in the vehicle (as described earlier in this document)? Explain what the pros and cons and system requirements for this connection would be.*
 - (B) *If the in-car mounted video camera recording media is a separate stand-alone unit from the mobile computer in the vehicle, describe the recording media type (e.g. hard drive, DVD), its storage capacity options available, memory upgrade options, sound quality, housing construction, housing mounting location and other mounting requirements; pros and cons for using a separate stand-alone recording unit instead of the mobile computer in the vehicle.*

The video is recorded in the ICU, which includes a 50GB hard drive.
2. *What other recording media may be available to accurately and reliably capture the original image as recorded by the camera in real-time?*

Explain.

None
3. *Is the system capable of recording events uninterrupted for a minimum of 8-hours?*

Yes or No Explain.

Yes. At least 30 GB of the ICU hard drive will be available for in-car video recording. Although the storage capacity will depend on the compression format, frame-rate and resolution used, this is well in excess of the capacity needed to store 8 hours of video.
4. *Will the in-car mounted video camera system generate the date/time and require authorization codes for users of the recording media and the monitor?*

Yes or No Explain.

Yes, the system generates date/time, and requires the officer to sign on to the system for security.
5. *What would be required if the City required the in-car mounted video camera system to stream audio and video images, securely, to a secured website? Describe the technology type proposed (e.g. MPEG2 or MPEG4); the pros and cons of this technology; upgradeability; etc.; explain.*

The streaming of both video and audio from the vehicles to the back-office is included in the standard delivery. A web client is also part of the standard delivery. ICV software's Web Clients include the Web Live Viewer and Web Archive Player. With the use of a simple Internet browser, end users can remotely access the system with these Web applications without having to install any client applications on their PC.
6. *Does the in-car mounted video camera system record location via a Global Positioning System (GPS)? Are the GPS coordinates depicted onto a GIS-type street map?*

Yes or No Explain.

Yes, the video is associated to a hotlist hit event which itself is associated to GPS information. The in-vehicle application as well as the back-office application does locate events on a GIS-type street map.

ICV Security Feature QUESTIONS

1. *Does the in-car mounted video camera system have the capability to restrict access to programming features to authorized persons only?*
 Yes or No Explain.

Yes, the ICV software authenticates user logins with unique user names and passwords and logs all user activities for auditing purposes. As an additional security measure, passwords are encrypted as they are transmitted over the network to prevent them from being intercepted.

The ICV software also empowers the system administrators to limit what authorized users can see and do within the system.

To restrict the access to system resources, administrators can segment the system into a hierarchy of operational units called sites, to which cameras and other devices can belong. Each user can be granted or denied access to a given site and everything under it. As an added flexibility, system devices can also belong to multiple sites.

To control the range of actions a user may perform, the ICV software has over a hundred different privileges that the administrator may use to tailor the profile of each user with surgical precision.

2. *Describe the in-car mounted video camera system capabilities to prevent users from accidentally recording over previously recorded video or audio material.*
 Yes or No Explain.

The officer will not be able to record over previously recorded videos. The system can be configured to overwrite the oldest data when the storage is full. The officer has no control over this feature. The ICV databases are only accessible to users who have the proper Windows credentials to access them.

3. *What kinds of firewalls or other security software is available for the in-car mounted video camera system; and what are the points of vulnerability to unauthorized intrusion or tampering of the audio, video, or hardware?*

A switch including a hardware firewall is used to protect the configuration from intrusion. Two ports need to be opened in order to stream the video and audio out to the back-office. Once video is stored on a server into video files, a digital signature can be applied. In essence, this technology analyzes and uniquely identifies each video frame while also linking each frame to the previous one through a complex algorithm. This prevents attackers from deleting, modifying or adding a video frame to archived video. For instance, if a single pixel is changed, the digital signature will no longer match, and the system will notify the user that the video has been tampered with.

TRAINING REQUIREMENTS

Contractor must provide a skilled trainer or trainers necessary to provide the Department of Revenue personnel with the materials, expertise, advice, and all other required aids which may be needed to effectively teach the proper use of the LPR, ICV, GPS, and Back-office Software applications to be purchased by the City, and OEMC security personnel responsible for responding to vehicle operator distress alarms.

Class Schedule: begins after the first three Units are commissioned.

Number of students: up to six Department of Revenue personnel

Class site: in the Unit and classroom at Street Operations

Training materials: sufficient copies provided by Contractor at no extra costs.

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EQUIPMENT and SOFTWARE LIST

LPR with ICV

- 1) High performance 1.8 GHz Pentium-M Dothan processor, 2MB on-chip cache, Ruggedized, shock-mounted Package with 50GB Hitachi Endurastar extended temperature range Hard Disk Drive
 - 2) Monitor Module: 12" touch-screen LCD Monitor including mounting equipment and related appurtenances
 - 3) 12 Channel W AAS-corrected GPS receiver
 - 4) Integrated inertial navigation system; odometer/reverse light interface
 - 5) Microsoft Window XP
 - 6) Integrated vehicle startup / shutdown detection and power control
 - 7) Alvarion BreezeACCESS VL SU - Broadband Wireless, and Antenna
 - 8) USB Keyboard with integrated touchpad
 - 9) EVDO cellular wireless networking router
(The City is responsible for the cost of the City-approved Wireless service).
 - 10) 2 High resolution IR cameras with color overview cameras
 - 11) DVMS Software License / In-Car Unit
 - 12) Power Supply Module
 - 13) Visiontech XVD24FO dome camera (1-pair per vehicle)
 - 14) 3 Verint s1950e-T-XT extended temperature video encoders
 - 15) Secondary Wide Angle Camera
 - 16) Wireless Microphone Package
 - a) Wireless Microphone Transmitter with Beltclip (includes battery and antenna)
 - b) Lapel microphone attachment (optional)
 - c) Microphone Transmitter Wall Charger
 - d) Wireless Microphone Receiver (includes antenna and charger)
 - 17) In-Car Covert Microphone
 - 18) Mapping software license
 - 19) LPR software license with AutoPatrol application
- {The secondary in-vehicle (face) camera will be mounted in the same approximate location where a rear-view mirror would normally be mounted. The Primary (boot) cameras will be mounted on either side of each boot vehicle with a low-profile housing to prevent damage to the cameras and to maintain a covert appearance.}

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BACK-OFFICE HARDWARE AND SOFTWARE

- 1) Back-office server (with rack) – 5.6 TB after HOT SPARE and RAID 5 settings
- 2) Back-office application software
- 3) Mapping software, Windows XP or Server 2003
- 4) Workstation Hardware & software configuration
- 5) Wireless Upload Hardware & software configuration Network Switch
- 6) Alvarion BreezeACCESS VL “Micro-Cell” Broadband Wireless Access Units (up to 4 – see footnote 7)
- 7) Antenna and related appurtenances (mounting included) (up to 4 – see footnote 7)
- 8) Lightning Arrestor

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FULL-SERVICE MAINTENANCE REQUIREMENTS

Maintenance Costs. Contractor shall provide full-service maintenance at no cost for the first 12-months from the date a Unit is commissioned for operation. After the initial 12-month period and each 12-month period thereafter, each Unit shall be provided full-service maintenance at the prescribed annual rate for all Equipment and Software items in accordance with the Compensation Schedule in Exhibit 2, and the Full-Service Maintenance Requirements set forth herein. Maintenance due to damage to or misuse of the Equipment, Hardware and Software by the City or a third party shall be billed at the Additional Services rate.

Full-Service Maintenance Items Covered. Full-service maintenance shall include all maintenance and repair costs (for example: all parts, hardware, software, skilled labor required to perform diagnosis, maintenance, and repairs; travel and housing; storage; administrative and management costs; shipping and delivery both to-and-from a Unit's service location; taxes; insurance; any tools or other appurtenances; overhead costs; and all related costs) provided by the Contractor for items indicated on the Equipment and Software list.

Items Not Covered Under Full-Service Maintenance. Full-service maintenance requirements will not include any work to any of the Department of Revenue vehicle components if such components are an integral part of the vehicle itself, and were not installed or otherwise provided by the Contractor. (For example: the vehicle's engine, batteries, radio, etc., are not the Contractor's responsibility.) Unless otherwise provided by an Amendment to the Agreement, the Equipment and Software list shall not include any item not provided by the Contractor, such as, for example: removable magnetic or optical media, toner cartridges, paper or other consumable supplies, expendables, or services (such as telecommunication services).

Changes to Items Covered. All items on the Equipment and Software list may from time to time be modified by mutual agreement of the parties pursuant to a signed Amendment to this Agreement. Such changes may result from additions to or deletions from the Equipment and Software list as occasioned by City's ongoing business requirements or by Contractor's new releases or OEM engineering changes. Any change in the Equipment and Software list of items provided in Exhibit 1, may, if necessary, require a price adjustment to the Compensation Schedule in Exhibit 2, via an amended Compensation Schedule in accordance with section 9.3 of the Agreement.

Progressive Maintenance Service Levels. The Contractor shall provide progressively escalating maintenance service levels with respect to Contractor-installed items on the Equipment and Software list, as described below (i-through-ii).

Maintenance Log. The Contractor must maintain a log, or other electronic reporting tool approved by the Department of Revenue, of events documenting the occurrence of maintenance and repair related incidences as they occur, indicating the time the initial phone call was placed by the authorized representative from the Department of Revenue, to the time the problem is remedied.

Toll-Free Phone Number for Service. The Contractor must provide the authorized representative from the Department of Revenue with a toll-free phone number for the City to call to report a problem being experienced with the Equipment or Software. The toll-free number must be answered by a live-person at all times during Regular Business Hours as well as Monday through Friday, 5 a.m. through 9 p.m.; Saturday, 6 a.m. through 5 p.m.; and Sunday, 6 a.m. through 5 p.m. Computer and Internet support technicians must also be readily available to support any hardware or software or Internet problems.

Trouble Reports During Regular Business Hours. A Trouble Report call made during Regular Business Hours must be immediately answered by the Contractor (i.e. by a live technician; not by an answering service). A Trouble Report call made during Regular Business Hours will initiate the following response from the Contractor:

(i) ***Level 1 Response – Repaired Remotely***

A Level-1 service condition exists if a malfunction in any of the Equipment or Software list of items is reported by an authorized representative from the Department of Revenue and the Contractor is able to utilize built-in remote diagnostics tools to assist in assessing the possible cause of a reported problem while, for example, a Unit is in the field. In the case of a Level-1 Response, the Contractor may affect a repair immediately, over the phone, by having the authorized representative from the Department of Revenue execute the remedy. City shall cooperate with Contractor's requests for assistance in executing such remedy on site, providing the task is reasonable and providing that the Department of Revenue person is capable.

(ii) ***Level-2 Response – On-Site Maintenance Service***

A Level-2 Response condition exists if a malfunction in any of the Equipment or Software list of items cannot be repaired remotely as described in Level-1 above, and: (a) is preventing the Equipment or Software from operating substantially in accordance with the OEM specifications; (b) is causing an immediate and significant disruption of City's operations; and (c) requires On-Site Maintenance Service.

In the situation of a Level-2 Response condition, Contractor shall provide On-Site Maintenance Service, which means sending a qualified local technician or other expert technician to the site where the malfunction most likely exists. Contractor may direct the Department of Revenue to bring the Unit into the Contractor's maintenance shop for service. The malfunction must be remedied within twenty-four (24) hours from the time of acknowledgement of the initial Trouble Report, including weekends and holidays. Once Contractor commences on-site diagnosis and repair efforts, such efforts shall continue until: (1) the malfunction is remedied within 24-hours; (2) the Contractor reasonably determines that the reported problem was not caused by a malfunction in any of the Equipment and Software list of items provided by the Contractor; or (3) the Contractor concludes that further diagnosis or repair efforts must be postponed, but for no more than an additional hour, and only then, to get appropriate parts or tools.

Trouble Reports Occurring Outside of Regular Business Hours. For Trouble Report calls made to the toll free number by an authorized representative from the Department of Revenue outside of Regular Business Hours, including weekends and holidays, the Contractor must have a qualified technician respond by returning a call back to the authorized representative from the Department of Revenue within one hour from when the Trouble Report call was received. If necessary, continued phone calling efforts must be sustained in order until a qualified technician makes verbal communication with the Department of Revenue's authorized representative. Assessment of the reported problem shall cause a Level-1 or Level-2 response from the Contractor. Follow-up calls, if secondary problems stemming from an original Trouble Report should occur, must also be responded to within an hour from when any such calls are made, and they too must be serviced as a Level-1 or Level-2 response requirement.

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Spare Parts and Components

(a) Inventory and Quality of Spare Parts.

The Contractor shall maintain a complete, local, inventory of any and all spare parts and related component parts which, together, makeup Equipment, and which may be individually necessary to immediately remedy or completely replace a non-functioning Unit due to an Equipment problem.

Contractor may use functionally equivalent spare parts or related component parts in performing the maintenance services contemplated herein, provided that the Department of Revenue personnel observe no discernable degradation in performance or other required Services and there is no OEM negative declination in Equipment specifications.

(b) Ownership of Spare Parts Equipment.

The Contractor shall be the owner of all spare parts and other and related component parts. Once any spare parts or related component parts are properly installed into a Unit and commissioned by the Contractor, they shall become the property of the City. Defective parts and components removed from a Department of Revenue Unit shall become the property of Contractor at the time they are removed.

Certain City Responsibilities

(a) With respect to the obligations required of the Contractor to provide and perform full-service maintenance under this Agreement, the City shall also ensure, to the best of its reasonable ability, that:

- (i) All Contractor-provided Equipment and Software are utilized in accordance with the applicable OEM instructions provided to the City by the Contractor;
- (ii) No new equipment or software which may affect the performance of existing Contractor-installed Equipment and Software, shall be attached or engaged or in any other way be introduced into such Equipment and Software, without the Contractor receiving prior written notice of such change, in accordance with Article 10 of this Agreement;
- (iii) No repair attempts or other changes to Contractor-installed Equipment and Software shall be made by the City without the express approval from the authorized representative of the Contractor;
- (iv) The Equipment and Software has not been physically abused, vandalized, dropped, damaged or otherwise subjected to unusual electrical or physical stress beyond the OEM's specified operating capabilities.

(b) Failure to Comply.

To the extent any maintenance or repair work may be required due to the City's failure to comply with the requirements above, the Contractor may treat any such required work as Additional Services and be chargeable to the City at the Surcharge rate indicated in Exhibit 2, Compensation Schedule.

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OEM PARTS PRICE LIST

ICV

Spare Wireless Microphone package	\$570
Wireless Transmitter with Beltclip	
Lapel Microphone Attachment	
Wireless Receiver	
In-car Microphone	
Wireless Microphone Transmitter Charger	\$63
Wireless Microphone Battery	\$25
ICV Boot Camera	\$400
Boot Camera Extension Cable	\$95
ICV Face Camera with IR	\$200
Face Camera Extension Cable	\$145
12" Infrared Touch-screen.....	\$2,250

NOTE: above items do not include mounting components.

LPR-GPS

Complete LPR/Overview Camera unit including housing and bracket	\$3,000
LPR Camera Cable	\$250
Wireless Antenna	\$100
GPS Antenna	\$100

EXHIBIT 1A

Summary of Working Operations and System Operations for Scofflaw Vehicle Recognition Device System LPR, ICV, GPS

Boot Vehicle and Vehicle Operator – Operational Models

This section describes the typical sequence of events associated with in-vehicle system operation.

Beginning of Vehicle Operator's Shift

The following example outlines the steps that will be conducted starting at the beginning of a vehicle operator's shift at the Department of Revenue Street Operations location.

1. Operator starts the boot vehicle ignition
2. LPR, ICV, and GPS systems start automatically
3. The vehicle operator logs onto the system
4. A new scofflaw file (and other as required) is downloaded to the LPR system

NOTE: Updating the entire scofflaw file at the beginning of a shift is necessary. Since these files are typically quite large (~15 MB), the Contractor must enable the vehicle operator to perform these updates using the wireless link at the designated Department of Revenue Street Operations location.

5. The vehicle operator is notified once the transfer is completed
6. The vehicle operator leaves the Department of Revenue Street Operation's location and the system automatically begins reading plates and detecting scofflaw matches. No interaction with the interface is required to begin reading plates. The system will by default start reading on both sides of the vehicle.
7. When a wanted plate (scofflaw) is detected, an audible alarm is raised
8. When this occurs, the vehicle operator will typically stop the boot vehicle to review the displayed hit information. If the alarm is not valid (the target plate does not match the displayed bootable record information), the operator will select a "Reject" option from the user interface.

If the alarm is valid (the target plate matches the displayed bootable record), then the vehicle operator will select the "Accept" option. This action will then initiate a query with the CANVAS system to determine if the bootable record is still valid (conditioned upon the date that the City facilitates the ability for the Contractor's System to communicate with CANVAS).

9. If CANVAS returns a valid status indicating that the target scofflaw vehicle is still bootable, the operator

will press a button on the screen to indicate that a boot is about to be installed. This action will prime the system to begin recording once the vehicle operator's door is opened.

10. If the CANVAS system is not available, the interface will permit the vehicle operator to continue the booting process using conventional means whereby validation is done using a radio. Again a button press will be used to indicate that the vehicle operator is about to install a boot, and another button press will be used to indicate that a boot has been successfully installed.
11. The vehicle operator must have the ability to tell the system that the scofflaw vehicle is not being enforced even after indicating that a boot is about to be installed.
12. Conditions for triggering recording on the face and boot cameras is based on a combination of user interface interactions (button presses) and the driver's door being opened. Once the vehicle operator's door is opened (trigger event), the ICV system begins recording a video clip from the face camera⁴. The recorded clip will contain video starting 30 seconds before the trigger event, and will last for 30 seconds after the trigger event⁵ and will last until the vehicle operator returns to the boot-unit and presses the button indicating that a boot has been installed. Recording from the boot cameras (right or left) will begin upon the trigger event and will last until the vehicle operator returns to the boot vehicle and presses the button indicating that a boot has been installed. Recording will be made from only one boot camera depending upon which side of the boot vehicle the bootable scofflaw vehicle was detected. Trigger events must be re-configurable as may be determined by the authorized representative from the Department of Revenue.

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4 To prevent confusion between ICV cameras, the following terminology will be used. **Boot Camera** refers to one of the cameras that is sideways-facing and records video each time a boot is installed, either on the right-hand side or the left-hand side of the Booting Unit. **Face Camera** refers to the camera that is directed towards the operator who is driving the unit.

5 The duration of both pre and post-recording segments for the face camera as well as the recording delay for the boot cameras can be adjusted

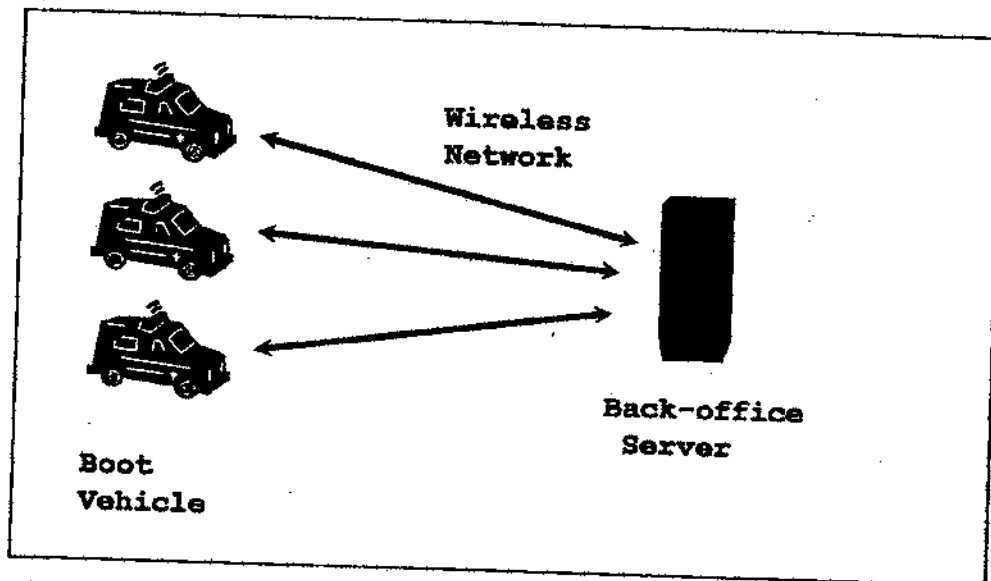


Figure 4: Boot vehicles communicate directly with the back-office server when in range of the Department of Revenue Operations facility. Communication is used for updating hot lists at the beginning of a shift, and for offloading data at the end of shift.

In-Vehicle System Operation – End of Shift

When a vehicle operator returns to the Department of Revenue Street Operations location, the boot vehicle is parked in range of a wireless access point⁷.

Through an on-screen menu selection the vehicle operator will choose to Offload all data⁸. At the end of shift, large volumes of data will be offloaded (using a wireless link). This offload data will contain all records associated with plate reads (time/date, positions, images for hot list hits etc.) and will also include all video clips captured during the shift.

Once this has been selected, the vehicle operator can remove the keys and leave the boot vehicle locked.

⁷ Several access points must be provided, if necessary, and as approved by the authorized representative of the Department of Revenue, in order to increase available bandwidth. This will permit multiple boot vehicles to offload data simultaneously. The detailed requirements for the number of access points – between 2 and 4 – and for installing access points and antenna, will be determined through a site visit (to be scheduled subsequent to the award of contract).

⁸ If an offload from a previous shift was un-successful, the system will attempt to offload this data at the end of the next shift and will keep attempting until all required data is offloaded.

The system will offload all data (LPR, ICV, and GPS), and will then shutdown so that there is no drain on the vehicle battery until the ignition is once-again started.

In-Vehicle System Operation – Hidden Components

Supervisors have the ability to view live video in real time from any of the ICV cameras (1 face camera and 2 boot cameras).

Boot vehicle position/location data must be regularly transferred to the Back-office Hardware and Software to reflect the boot vehicle's current GPS location. This data must permit a real-time display of the location of each unit while the boot vehicle and vehicle operator are on duty.

Data entered into the System by the vehicle operator must be uploaded each time boot device installation data is entered into the System. All relevant data entries (plate, state, time, boot vehicle unit number, etc.) must be transferred to both the CANVAS system (when available) and also to the Back-office server.

Remote access to the System will be provided through the City-approved wireless network. This will facilitate real-time System monitoring and diagnostics if and when required.

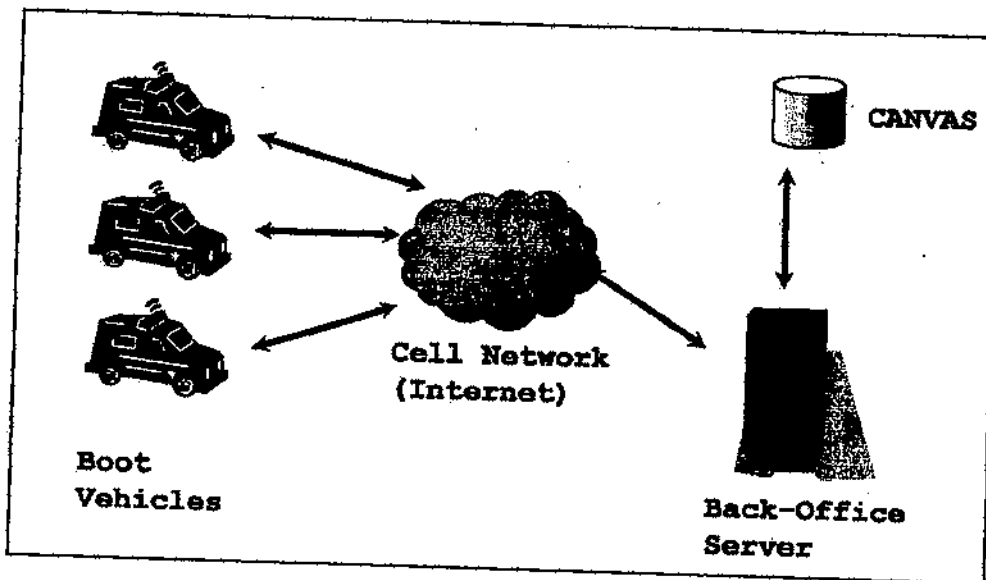


Figure 5: While away from the Department of Revenue Operations facility, boot vehicles communicate with the Back-office server through the Internet as provided through the City-provided wireless cards. This must support live video-streaming and real-time GPS position/location updates, uploading boot-related data (time, date, plate, etc) when boots have been installed. The City-approved wireless connection will also provide real-time access to the CANVAS database (when available).

In-Vehicle System Operation – Other

The boot vehicle can be parked and keys can be removed at any time – this must cause the System to shutdown for this particular boot vehicle, completely until ignition is again engaged.

Following shutdown, and upon re-start, a vehicle operator must re-log into the System once it is re-started.

Vehicle operators must have the ability to log-out of the System while the boot vehicle is still running in order to permit another vehicle operator to begin their shift without re-starting the System.

Back-office System

The Back-office Server must provide the following functionality:

1. Storage for 60 days of video/audio records
2. Interface for reviewing recorded video clips
3. Provide a streaming video interface
4. Long-term archiving for selected records when required.
5. Hot list file storage
6. Storage for 60 days of LPR records
7. Interface for viewing LPR records (image available only for hot list hits)
8. Route playback
9. Live vehicle tracking
10. User account management
11. Reporting

The Back-office server must be provided with flat-screen monitor, keyboard, and mouse. A description of the provided functionality is summarized below.

Back-office Server Details

Storage for all video/audio records

Each time a boot is installed, video clips (along with corresponding audio) from the face camera and boot cameras must be stored. Each clip must be offloaded at the end of the shift.

Interface for reviewing recorded video clips

When reviewing stored LPR records using the Back-office application, all associated stored video and audio clips must be accessible through the same user interface.

Provide a streaming video interface

A Department of Revenue authorized representative must be able to use the ICV graphical user interface to view live video from any of the ICV cameras in any of the active boot vehicles.

LPR Server

Manage hot list data

The hot list file is currently exported once per night from the CANVAS system. A process will run on the server that retrieves this data after it is generated. This file is then transferred to each boot vehicle at the beginning of a new shift. As an alternative to this process, a facility for manually transferring data from the City's network onto the Back-office server must also be provided.

Storage for all LPR records

Records for "hits"¹⁰ made by each of the boot vehicle must be stored on the server. Records must include information such as the plate read, time/date, location, boot vehicle number, matching plate, and state, and vehicle operator ID. It must also include image data (plate image and color overview image) to permit visual verification of reads. All information must be stored on the Back-office server¹¹. As with Video/Audio records, all LPR records older than 60 days will be periodically deleted from the system.

Interface for viewing LPR records

A graphical interface must be provided that allows Department of Revenue authorized representatives to filter and display records that have been acquired using any of the boot vehicles. Filtering options include selections based on:

- Plate number (partial or full)
- Time and or date
- Unit number
- Alarm type¹² (enforced and rejected)
- Geographical Region
- Operator

Once a vehicle operator selects a set of filter options, the System must display all records that meet these criteria.

¹⁰ A hit represents an instance when a hotlist alarm is raised. There are two possible resolutions in each case – either the hit is Enforced (and a boot was installed), or it is Rejected.

¹¹ Based on assumptions that are consistent with current operations, we estimate storage requirements to be approximately 44 GB per year to store all records for all units.

¹² "Boot Eligible" will be the only category employed.

Route playback

Must allow Department of Revenue authorized representatives to re-play the route driven by any boot vehicle on a given date. The route must display on a map and can be printed.

Live boot vehicle tracking

This feature must allow a Department of Revenue authorized representative to track the actual position of a boot vehicle (if active) in real time on a moving map display. When viewing live position updates for a given unit, if that unit has not moved for a period of time, the time elapsed since it stopped moving will be displayed.

Reporting

Usage and recovery statistics are generated by boot vehicle and by day. Values must be presented within an Excel spreadsheet. An additional Excel sheet must be provided that summarizes usage statistics for all boot vehicles, in one central location.

User account management

This must permit Department of Revenue authorized representatives to assign login accounts for vehicle operators.



EXHIBIT 2

SCHEDULE OF COMPENSATION

LPR, In-Car Video (ICV), and GPS System unit prices; all prices include delivery, installation, testing, and related Services

LPR Camera system Equipment.....	\$24,895 ea
ICV, GPS, and Wireless package.....	\$8,300 ea
Installation of LPR Camera system and Genetec in-car video with GPS system Equipment.....	\$2,195 ea
Training of LPR Camera system and Genetec in-car video with GPS system Equipment.....	\$3,500 (1x only)
AutoVu LPR Back-office Hardware, rack, and Software, delivery, installation, and training.....	\$9,995 job
Genetec ICV and GPS Back-office Hardware and Software, delivery, installation, and training.....	\$19,995 job
Full-Service Maintenance of AutoVu LPR and Genetec in-car video and GPS system (1 st year).....	NO CHARGE
Full-Service Maintenance of AutoVu LPR and Genetec in-car video and GPS system (2 nd year).....	\$4,300ea/yr
Full-Service Maintenance of AutoVu LPR and Genetec in-car video and GPS system (3 rd year).....	\$4,300ea/yr
Full-Service Maintenance of AutoVu LPR and Genetec in-car video and GPS system (4 th year).....	\$6,000ea/yr
Full-Service Maintenance of AutoVu LPR and Genetec in-car video and GPS system (5 th year).....	\$8,300/yr
Full-Service Maintenance of Back-office Hardware and Software (LPR, ICV, and GPS) (1 st year).....	NO CHARGE
Full-Service Maintenance of Back-office Hardware and Software (LPR, ICV, and GPS) (2 nd year).....	\$4,000/yr
Full-Service Maintenance of Back-office Hardware and Software (LPR, ICV, and GPS) (3 rd year).....	\$4,000/yr
Full-Service Maintenance of Back-office Software (LPR, ICV, and GPS) (4 th year).....	\$4,000/yr
Full-Service Maintenance of Back-office Software (LPR, ICV, and GPS) (5 th year).....	\$4,000/yr
Genetec ICV parts manufacturer's cost price list.....	Cost plus 25%
AutoVu LPR parts manufacturer's cost price list.....	Cost plus 25%
Surcharge rate for Additional Services.....	\$100/man-hour
Travel expenses.....	per current City of Chicago Travel Guideline rates (Exhibit 8)

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EXHIBIT 3

SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT

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

I. Policy and Terms

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

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

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

MBE Contract Goal: 16.9%

WBE Contract Goal: 4.5%

- 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

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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 Agreement.

- E. As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the Contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The Contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a woman owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. "Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms 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 Agreement's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

III. Joint Ventures

Contractors 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.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with

these Special Conditions or any other City, State and/or Federal regulation.

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

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

Contractors/Proposes 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 Contractor 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. Proposes 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 Contractor/Proposer; or re-advertising the bid/proposal. All Contractors/Proposes 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 Contractor/Proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

- b. A listing of all MBE/WBE firms contacted that includes:
- (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
- (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor quote is excessively costly, the Contractor/Proposer must provide the following information:
- a. A detailed statement of the work identified for MBE/WBE participation for which the Contractor/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 Contractor/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 Contractor/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 Contractor/Proposer contacts at least one of the associations on Attachment A when the prime Contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime Contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. **Impracticability**

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

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

For all notifications required to be made by Contractors/Proposes, 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 Contractor'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 Contractor/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 Contractor's/Proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the Contractor/Proposer or as a subcontractor), the Contractor/Proposer must provide a copy of the joint venture agreement.

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

Contractors 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 Contractor/Proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the Contractor/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 Mobs must at least equal the MBE goal, and the total dollar commitment to proposed Webs must at least equal the WBE goal. Contractors 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 Contractor'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 Contractor/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, Contractors/Proposes 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 Mobs and Webs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the Contractor's final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the Contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the Contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due

quarterly thereafter.

- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

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

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

X. Arbitration

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

XI. Record Keeping

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

XII. Information Sources

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

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

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

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

Project information and general MBE/WBE information:

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

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development - Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

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

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

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

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director

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

Phone # (312) 692-0766
Fax #: (312) 692-0769
11TH FLOOR

MBE/WBE Professional Services rev. 10/16/03 (dlh)
ATTACHMENT A - ASSIST AGENCY

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

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

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

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

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

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

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

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

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE
ATTN: ANTHONY GULLEN, DIRECTOR

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

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR
TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK
ASSOCIATION (SIN)
STREET ADDRESS:
2100 W. WASHINGTON
CHICAGO, IL 60612
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
MAILING ADDRESS:
P.O. BOX 1113
CHICAGO, IL 60608
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF
WORKFORCE DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email:
MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER
OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)
BARRY A. FLYNN, EXECUTIVE DIRECTOR

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

State of QUEBEC, CANADA

County (City) of MONTREAL

Project Name: SCOFFLAW VEHICLE
RECOGNITION DEVICE
SYSTEM

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

AUTOVO TECHNOLOGIES INC.

Name of Prime Consultant/Contractor

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

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

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or 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.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: TRI-ANGLE FABRICATION & BODY CO.
Address: 3701 S. ST. LOUIS AVE, CHICAGO, IL 60632
Contact Person: JOSE A. GONZALEZ Phone: 773-523-0424
Dollar Amount of Participation \$ 270,000
Percent Amount of Participation: 16.9 %

2. Name of MBE/WBE: MIDPACK CORPORATION
Address: 5514 N. KEDZIE AVE., CHICAGO, IL 60625
Contact Person: ANNA MAE JOYCE Phone: 773-539-1615
Dollar Amount of Participation \$ 72,000
Percent Amount of Participation: 4.5 %

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

SCHEDULE D-1

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>TRI-ANGLE FAB.</u>	<u>\$ 270,000</u>	<u>16.9</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	<u>\$ 270,000</u>	<u>16.9</u> %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>MIDPACK CORP</u>	<u>\$ 72,000</u>	<u>4.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	<u>\$ 72,000</u>	<u>4.5</u> %

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 PIERRE HUBERT Phone Number: 514-843-5212 x 225

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] 20 December 2006
Signature of Affiant (Date)

State of PROVINCE OF QUEBEC
 County of LAKE CHARLES

This instrument was acknowledged before me on Dec. 20, 2006 (date)
 by PIERRE HUBERT (name /s of person/s)
 as PRESIDENT & CEO (type of authority, e.g., officer, trustee, etc.)
 of ARROYO TECHNOLOGIES INC. (name of party on behalf of whom instrument was executed)

(Seal)

[Signature]
 Signature of Notary Public



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

ORIGINAL

Name of Project/Contract: Scofflaw Vehicle Recognition
Specification Number: #45124 Device System

From: MIDPACK CORPORATION
(Name of MBE/WBE Firm)

MBE: Yes No XXX
WBE: Yes XXX No

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

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 3/8/06 to 11/1/06 for a period of five years.


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

PROVIDE SUPPORT & EQUIPMENT AS NEEDED AS 2.25% DIRECT AND
2.25% INDIRECT SUBCONTRACTOR.

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

If more space is needed to fully describe the MBE/WBE'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 (3) three working days of receipt of a signed contract from the City of Chicago.


(Signature of Owner or Authorized Agent)
ANNA MAE JOYCE, PRES.
(Name/Title (Print))
AUGUST 1, 2006
(Date)
(773) 523-0421
(Phone)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

August 30, 2006

Anna Mae Joyce, President
Midpack Corporation
5514 North Kedzie Avenue
Chicago, Illinois 60625

Dear Ms. Joyce:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until **September 1, 2007.**


The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s):

Supplier of Janitorial, Industrial, General Hospital and Safety Supplies; Floral Supplies, Electrical Supplies; Audio-Video Equipment; Office Furniture; Food Service Supplies; Packaging; Police and Fire Equipment

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



ORIGINAL

SCHEDULE C-1

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

Name of Project/Contract: SCOFFLAW VEHICLE RECOGNITION
Specification Number: #45124 DEVICE SYSTEMS

From: TRI-ANGLE FAB. & BODY CO.
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: AUTOMI TECHNOLOGIES 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 Corporation
 Partnership 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 7/11/06 to 4/1/07 for a period of five years.

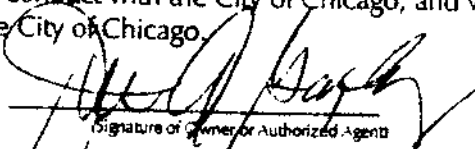
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

PROVIDE SUPPORT, EQUIPMENT & INSTALLATIONS AS 8.45% DIRECT,
8.45% INDIRECT SUBCONTRACTOR.

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

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 (3) three working days of receipt of a signed contract from the City of Chicago.



JOSE A. GONZALEZ, V. PRES.
Name/Title (Print)

AUGUST 1, 2006
Date

(773) 523-0421
Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 17, 2006

Manuel Gonzalez, President
Tri-Angle Fabrication & Body Co., Inc.
3701 South St. Louis Avenue
Chicago, Illinois 60632

Annual Certificate Expires: December 1, 2007
Vendor Number: 1008719

Dear Mr. Gonzalez:

We are pleased to inform you that **Tri-Angle Fabrication & Body Co., Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **December 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2007.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

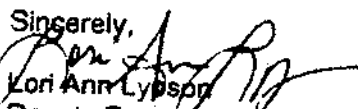
The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Provide and Mount Municipal Equipment; Fabrication, Repair and Welding of Auto, Truck and Specialized Body Equipment

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** 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 Business Enterprise Programs.

Sincerely,

Lori Ann Lybson
Deputy Procurement Officer

LAL/cc

IL UCP HOST: CTA

Revised Specialty Area: Added Provide and Mount Municipal Equipment



ORIGINAL

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME TRI-ANGLE FABRICATION & BODY

DBA: TRI-ANGLE FABRICATION & BODY

AT: 3701 S. ST LOUIS AVE., Floor 1ST
CHICAGO, IL 60632

LICENSE NO.: 31198

CODE:1009

FEE: \$****137.50

LICENSE: Manufacturing Establishments

PRESIDENT: MANUEL E. GONZALEZ
SECRETARY: GLORIA RODRIGUEZ

PRINTED ON : 07/17/2006

\$****137.50

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF AUGUST, 2006

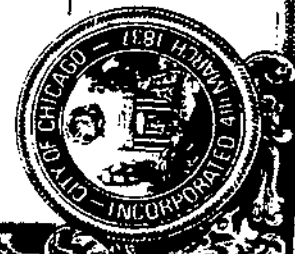
EXPIRATION DATE: August 15, 2007

ATTEST:

Rick M Daly MAYOR

[Signature] Deputy CITY CLERK

DREV NO. 14291 SIE: 1
TRANS NO.



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

THE PAGE OF THIS DOCUMENT HAS BEEN RECORDED

ATTACHMENT B
(On Contractor's/Proposer's Letterhead)
RETURN RECEIPT REQUESTED
(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear _____:

(Contractor/Proposer) _____ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Proposals 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 Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative Address/phone

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

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

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

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

Sincerely,

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

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

Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____ 3.
Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture: _____

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

- A. Joint venture check signing: _____

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

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

D. Acquisition of lines of credit:

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:

~~{Intentionally Left Blank}~~

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

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

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

(SEAL)

My Commission Expires: _____

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

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____ No _____

WBE: Yes _____ No _____

To: _____ 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

_____ 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 _____ to _____ for a period of five years.

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

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

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 (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

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

Project Name : _____

State of _____

County (City) of _____

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

Name of Prime 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).

- I. MBE or WBE Prime Contractor/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or 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.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name

Dollar Amount
of Participation

Percent Amount
of participation

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

_____%
_____%
_____%
_____%
_____%
_____%

Total MBE Participation:

\$ _____

_____%

V. Summary of WBE Proposal:

WBE Firm Name

Dollar Amount
of Participation

Percent Amount
of participation

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

_____%
_____%
_____%
_____%
_____%
_____%

Total 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 _____ Phone Number: _____

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

Affiant (Date) _____

Signature of _____

State of _____
County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name /s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

(Seal)

Signature of Notary Public

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 - Print or Type)

_____ (Address of Prime 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
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. **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.
2. **Entities holding an interest:** Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

3. **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.

□

{Intentionally Blank}

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

1.1. SECTION I – GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: _____

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

1.2. SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|-------------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a |
| <input type="checkbox"/> 501(c)(3)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Other (please specify) |
| <input type="checkbox"/> Trust | _____ |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) 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 liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---------------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.3. 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?

Yes

No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

1.4. 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.

Name (indicate whether retained or anticipated to be retained)	Business Address (subcontractor, attorney, lobbyist, etc.)	Relationship to Disclosing Party	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

1.5. 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 term of the contract.

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

Yes

No

No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes

No

B. FURTHER CERTIFICATIONS

1. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using

substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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 Contractors or prospective Contractors, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among Contractors or prospective Contractors, 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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

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?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and

no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

1.6. SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or

cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at

<http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page
http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal

Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

1.7. SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, 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.

D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor is the Disclosing Party or its affiliates 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.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.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 H.1. and H.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.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

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.

(Print or type name of Disclosing Party)

Date: _____

By:

(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____, at _____

_____ County, _____ (state).

_____ Notary Public.

Commission expires: _____

11/01/05 Version

EXHIBIT 5
INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1) **Workers Compensation and Employers Liability**

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 \$500,000 each accident or illness.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), separation of insured, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) **Error & Omissions/Professional Liability**

When any system technicians, engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work in connection with this

Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data 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.

6) All Risk Property/Installation

All Risk/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property including Department of Revenue system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the project during the course of design, development, installation and testing until the project is accepted by the City. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property at full replacement cost including the Department of Revenue system equipment or loss to any other City property as a result of the Agreement.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 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 coverage have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-5) or equivalent prior to Agreement award. 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 Agreement requirements. The failure of the City to

obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. 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 in this Agreement. Non-fulfillment 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 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 coverage 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 coverage 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 Contractor under this 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.

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

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

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

□

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CL TRIFA-1 DATE (MM/DD/YYYY) 06/18/07

PRODUCER
 Bradish Associates Ltd.
 215 N. Arlington Heights Road
 Arlington Heights IL 60004
 Phone: 847-259-2400 Fax: 847-259-0400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 TRIANGLE FABRICATION BODY CO.
 FAX: 773-523-8802
 3701 SOUTH ST. LOUIS
 CHICAGO IL 60632

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ERIE INSURANCE	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Q38 0850456	02/08/07	02/10/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COM/POP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 COMP <input checked="" type="checkbox"/> \$500 COLL	Q02 0880161	02/08/07	02/08/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> GARAGEKEEPERS	Q02 0880161 CONTINUOUS TIL CANCELLED	02/10/07	02/10/08	AUTO ONLY - EA ACCIDENT	\$ 1000000
						OTHER THAN AUTO ONLY: EA ACC	\$ 3000000
						AGG	\$ 1000000
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Q26 0870084	02/08/07	02/08/08	EACH OCCURRENCE	\$ 2000000
						AGGREGATE	\$ 2000000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Q86 0800426 CONTINUOUS TIL CANCELLED	02/08/07	02/08/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 100000
						E.L. DISEASE - EA EMPLOYEE	\$ 100000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		PROPERTY SECTION SPECIAL FORM	Q38 0850447	02/08/07	02/08/08	BUS. PP	\$212,200
						DED:	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PROPOSAL FOR SCOFFLAW VEHICLE RECOGNITION DEVICE SYSTEM, SPEC #45124

CERTIFICATE HOLDER

CITY OF CHICAGO
 DEPARTMENT OF PROCUREMENT SER
 ATTN: CHARLITA FAIN, BID & BOND
 121 N. LASALLE ST.
 CHICAGO IL 60602

CITY016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

WILLIAM BRADISH

William Bradish

EXHIBIT 6
MINIMUM SERVICE LEVELS

Contractor shall adhere to the following Minimum Service Level requirements:

Installation within 3 months. Equipment and Software must be delivered, installed, tested, and be certified by the Contractor as being fully-operational for up to 26 Units within 3 months from date of order placed by the authorized representative from the Department of Revenue. In the event that the Contractor fails to have all Equipment and Software delivered and installed in all Units within 3 months as stated above, then the Contractor shall be assessed Liquidated Damages in the amount of \$100 per day to a maximum amount of \$2,000 per each Unit that is not fully-operational.

False Positive incidence less than 10%. The daily average percentage of false positives recorded relative to the total number of license plates read, per LPR Unit, must at all times be less than 10%, provided, however, that the Department of Revenue and the Contractor may mutually agree to lower the false positive percentage. In general the system is capable of reducing false positives to 1.5% depending on operating procedures agreed to between the Contractor and the Department of Revenue. In the event that the incidence of false positives is greater than 10% for any reporting period, then the LPR Unit reporting such results shall cause the authorized representative from the Department of Revenue to initiate a Trouble Report.

Level-1 Response Time within 1-hour. Any time that an authorized representative from the Department of Revenue places a Trouble Report call into the Contractor for any matter concerning a problem with Equipment or Software, the Contractor must provide the Department of Revenue caller with a qualified technician capable of addressing, diagnosing, and satisfactorily addressing the problem within 1-hour.

Level-2 Response Time within 24-hours. Any time that a Level-2 Response conditions exists, then such repairs must be completed within 24-hours from time the Department of Revenue's authorized representative places a Trouble Report into the Contractor. For purposes of calculating the time period for repair with respect to LPR Units, (the "Unit Repair Time") the time from the initial call through any direction from the Contractor to bring the Unit into the Contractor's maintenance shop shall count; the time from when the City is instructed to bring the Unit to the maintenance shop, until the Unit arrives at the shop shall not count; and all time at the maintenance shop until repairs are complete and the City has been notified shall count. For purposes of calculating the time period for repair of the back-office Server Hardware and Software (the "Server Repair Time"), the time from the initial call though any direction from the Contractor to request access to the Server Location shall count; any time period during which the Contractor requires physical access to the Server location to effect repairs but such access is not possible or granted shall not count; and all other repair time until repairs are complete and the City has been notified shall count.

Liquidated Damages shall not be assessed against the Contractor in the following circumstances:

- The reported trouble is found to be caused by a problem on the part of the City including for example improper use of the system, poor vehicular maintenance and damage caused to the equipment
- Any trouble relating to unavailable or poor City-approved wireless communication service

Liquidated Damages: Contractor acknowledges that its failure to remedy a Trouble Report may result in severe operational disruptions and certain losses and costs to the City which may be difficult to ascertain. In the event the Contractor fails to execute a successful repair to Equipment or Software in any one or more Units Contractor agrees to pay any liquidated damages that may be assessed for any time beyond 24 hours, that any Unit is not fully operational. In the event the Contractor fails to execute a successful repair to the Back-office Hardware or Software, Contractor agrees to pay any liquidated damages that may be assessed for any time beyond 24 hours, that the Back-office Hardware or Software is not fully operational. Liquidated damages for troubles reported on the Back-office Hardware or Software are treated similarly to that of a single Unit, irrespective of the number of Units that may be affected.

For each 24 hour time period, that any Units remain less than fully operational beyond the first 24 hours, Contractor shall pay \$250 per each affected Unit. For each 24 hour time period, that the Back-office remains less than fully operational beyond the first 24 hours, Contractor shall pay \$250. Maximum damages per Unit shall be \$2000 per unit per year, during the five-year maintenance period and shall not apply thereafter. Maximum damages for the back-office hardware and software shall also be \$2000 per year during the five-year maintenance period, provided that damages will only apply to less than fully operational back-office hardware during the first three years of the maintenance period.

Liquidated damages shall not be assessed until three months following deployment of the Remaining Units or six months from the date of order, whichever is less.

These provisions regarding liquidated damages are not in lieu of any other damages suffered by the City as a result of this Agreement and Contractor's performance, non-performance, or default under this Agreement.

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EXHIBIT 7
LIST OF KEY PERSONNEL

Name:

Title:

James Aitken	Director of Operations, <i>AutoVu Technologies, Inc.</i>
Dr. Michael Kelly	Product Development Manager, LPR, <i>AutoVu Technologies, Inc.</i>
Francis Lachance	Product Development Manager, Video, <i>Genetec Inc.</i>
Jose A. Gonzalez	Vice President, <i>Tri-Angle Fabrication & Body Company</i>

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EXHIBIT 8

City of Chicago Travel Guidelines

CITY OF CHICAGO
TRAVEL
GUIDELINES



EFFECTIVE: January 1, 2000

Richard M. Daley, Mayor

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PURPOSE

• The City of Chicago Travel (guidelines are the official set of procedures for city employees, contractors, and/or potential employees when travel is taken on behalf of and for the benefit of the City of Chicago.

• This policy is not intended to cover routine local travel related to the performance of an employee's regular duties.

• These guidelines apply to all City departments, employees & contractors regardless of funding sources.

• This policy requires all employees to secure the most economical means of all travel expenses considering travel time, cost, and work requirements.

• These guidelines will be strictly enforced. Any deviations from these guidelines must be justified in writing to and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee for travel expenses which were not previously approved by the Office of Budget & Management.

TRAVEL POLICY

When an individual has occasion to travel on behalf of and for the benefit of the City of Chicago, the employee is expected to exercise good judgment in managing travel costs and make every effort to ensure that the cost of travel arrangements are the most economical available.

For purposes of this policy, the Chicago Metropolitan Area is defined as Cook, DuPage, Will, Lake, Kane and McHenry counties.

GENERAL REQUIREMENTS

The City of Chicago recognizes the following activities as appropriate travel purposes:

- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for State or Federal certification
- Presentations on behalf of the City at a conference or seminar
- Financial and tax audits
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars, or training sessions where:
 - the topic is of critical interest to the City
 - representation at the conference is in the interest of the City
 - the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify comparable local options for relevant training, conferences or seminars.

LIMIT ON PARTICIPANTS

- Attendance at conferences, meetings, seminars, or training sessions held outside the Chicago Metropolitan Area is limited to two employees from any one department (unless otherwise approved by the Office of Budget & Management).

TRAVEL APPROVAL PROCEDURE

- All travel outside the Chicago Metropolitan Area requires prior approval from Office of Budget and Management (OBM).
- Completed original Travel Request Forms must be approved by the appropriate department head and submitted to the Office of Budget and Management no later than seven (7) business days prior to the date of travel.
- In emergency situations, where there are fewer than seven (7) business days before a proposed trip, Travel Request Forms may be faxed to the requesting department's Budget Analyst at 312-744-3618. Original forms must follow as soon as possible to secure approval.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by the Office of Budget and Management.
- Travel Expense Reports must be completely and clearly filled out and submitted with all receipts attached in order to obtain reimbursement for travel expenses.
- All expenses incurred while traveling will be charged to Acct. 0245. However, if charging a trip to various funds, separate Travel Expense Statements forms should be used for each fund.

TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES

- All City travel outside the continental United States must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from Mayor's Chief of Staff and will notify department of dis/approval.

- Travelers should convert all foreign expenses to U.S. currency prior to submitting the request for reimbursement. Official documentation of the exchange rate at the time of travel (e.g., bank receipt) must accompany all original receipts.

REIMBURSABLE TRAVEL EXPENSES

REIMBURSABLE TRAVEL EXPENSES (CONT')

BUSINESS-RELATED EXPENSES

- Business-related expenses incurred while on City business may be reimbursed at the discretion of the Department Head. The following are examples of acceptable reimbursable business expenses (note: this list is not all inclusive):
 - copying
 - sending or receiving faxes
 - express mail
 - business phone calls
- Original receipts must be provided for reimbursement

TRANSPORTATION

• Cars, City-owned

- Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking, and toll expenses.
- Original receipts must be provided for all expenses incurred.
- The employee is not eligible for the standard "per mile" reimbursement.
- Travel in a City vehicle outside the Chicago Metropolitan Area requires prior approval from the Office of Budget & Management Vehicle Steering Committee and/or the Budget Director.
- Refer to the City of Chicago Vehicle Policy for other rules and regulations regarding the use of city-owned vehicles.

- Employees are responsible for all fines related to parking or moving citations issued while traveling on business. Absolutely no exceptions will be made.

• Cars, Personal

- Employee may utilize his/her personal vehicle for business trips within a 300 mile radius of Chicago.
- Employee shall be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event shall the reimbursement exceed the cost of coach air fare.

- "Per mile" reimbursement includes the cost of gas, oil, and general maintenance.

- Parking and toll expenses will be reimbursed separately with original receipts.

- Employee must carry liability and property damage insurance for business use of his or her vehicle. Submit copy of policy to appropriate personnel within employee's department.

- Employee is responsible for all fines incurred due to parking or moving citations issued while traveling. Absolutely no exceptions will be made.

• Cars, Rental

- Car rental is a reimbursable expense only when there is no other transportation is available or the distance between lodging and/or meeting site(s) renders public transportation, taxi, or other mode of transportation impractical.

REIMBURSABLE TRAVEL EXPENSES (CONT')

- Rental cars will not be approved for travel within the Chicago Metropolitan Area. City pool cars should be reserved for such travel.
- The compact car rental rate will be reimbursed unless the need for a larger car can be justified. Daily rental rates, taxes, surcharges, gas, car rental insurance, and oil expenses are considered reimbursable items.
- Only one car rental will be allowed per trip.
- Employees are responsible for any and all fines incurred as a result of parking or moving violations issued while traveling. Absolutely no exceptions will be made.
- Original receipts are required.
- **Common Carrier (Air, Train, Bus)**
 - To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
 - First class travel is prohibited.
 - Any charges incurred as a result of changes to original airline reservations made prior to or during travel are subject to OBM approval.
 - The lowest priced air fare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the air fares exceeds the costs of lodging for each extra day added together. For example, if the

REIMBURSABLE TRAVEL EXPENSES (CONT')

- The following applies when a traveler has opted for a Saturday night stay, but is not conducting City business on Saturday and Sunday:
- Supporting documentation comparing airfares is needed to approve Saturday night stay option.
 - Costs of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
 - Meals (per diem), are reimbursable at appropriate rate.
 - **Ground Transportation (Taxis, Public Transport, Limousine Service)**
 - Public Transportation is encouraged.
 - Expense guidelines for transportation to and from the airport are provided on "Transportation Reimbursement Rate" form (p. 12).
 - Additional transportation (i.e. taxi and/or public transportation) between out-of-town locations are reimbursable with original receipts at the discretion of the Department Head.
 - The amount of reimbursement is equal to the actual fare and tolls.
 - Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - Any tips for ground transportation are the sole responsibility of the traveler.
 - Original receipts are required for reimbursement.
- difference between air fares is \$500, and lodging for that Saturday and Sunday total \$300, employees have the option of the Saturday night stay.

REIMBURSABLE TRAVEL EXPENSES
(CONT')

LAUNDRY

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum reimbursement of \$10 per three day period beginning with the fourth day.
- Original receipts are required for reimbursement.

LODGING

- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" section of this policy, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by the Office of Budget & Management.
- Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group, if a lower priced hotel room is available within a reasonable distance.
- Hotel lodging within the Chicago Metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- Original, detailed receipts are required for all reimbursements.

REIMBURSABLE TRAVEL EXPENSES
(CONT')

MEALS

- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals, inclusive of tax and tip.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago Metropolitan Area, meals will be reimbursed at the discretion of the Department Head and with prior approval from OBM.
- Original receipts are required.

TELEPHONE CALLS

- Employees are allowed up to twenty (20) minutes of reimbursable personal phone calls per day while traveling on City business.
- Business calls may be reimbursed at the discretion of the Department Head.
- When possible, employees should avoid hotel trunk surcharges by using calling cards or phones outside of the hotel room for personal and business calls.
- Original receipts are required to receive reimbursement for all phone calls.

REIMBURSABLE TRAVEL EXPENSES
(CONT')

CONSULTANT AND NON-REIMBURSABLE EXPENSES

ADDITIONAL EXPENSES

- Original receipts are required to claim reimbursement for incidental expenses not listed above.
- Reimbursement for incidentals will be approved at the discretion of the Department Head.

TRAVEL BY CITY OF CHICAGO CONSULTANTS OR CONTRACTORS

- Travel by consultants or contractors engaged by the City should adhere to the rates outlined in the City of Chicago Travel Guidelines. Travel expenses should be included in the contract price and billed as required by the contract.

TRAVEL EXPENSE ADVANCES

Cash advances are not allowed.

CONFERENCE REGISTRATION FEES

- Registration fees may be charged to the Department's education and professional development account (Account 0169) at the discretion of the Department Head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early bird registration discounts.

- Travel by city employees to consultants prior to approved contract is prohibited.

NON-REIMBURSABLE TRAVEL EXPENSES

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for room upgrades or special "club" floors
- Alcoholic beverages
- Coat checks
- Entertainment, including in-room movies
- Late check-out and guarantee charges
- Parking tickets or other traffic tickets
- Personal services (e.g., barber, shoeshine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

TRAVEL REIMBURSEMENT RATES

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II and III lists are not all inclusive. For cities not listed, please consult with the Office of Budget & Management for appropriate reimbursement rates.

(Per diem based upon Federal Government Rates; all rates will be updated annually.)

	STAND ALONE	GROUP I CITIES	GROUP II CITIES	GROUP III CITIES
GROUND TRANSPORTATION Share, taxi, or public transportation. One day - max. per trip	\$45.00	\$45.00	\$35.00	\$25.00
TRANSPORTATION all Toll Tolls Personal car.	coach fare economy fare economy fare MI 15/State	coach fare economy fare economy fare \$0.15/mile	coach fare economy fare economy fare \$0.315/mile	coach fare economy fare economy fare \$0.315/mile
LODGING The maximum daily rate is 150% of applicable rates. Taxes will be included in the standard amount.	\$230.00	\$195.00	\$150.00	\$100.00
PER DIEM Per diem Per diem Per diem	\$115.00 \$135.00 \$20.00	\$100.00 \$120.00 \$24.00	\$95.00 \$110.00 \$22.00	\$8.00 \$10.00 \$20.00
Total including tax and fr.	\$504.00	\$480.00	\$442.00	\$388.00

TRAVEL REQUEST FORM

City of Chicago
TRAVEL REQUEST FORM
Effective January 1, 2009

Name: _____ Department: _____
 Purpose of Travel: _____ Bureau/Division: _____

Funding Code: _____ Destination: _____
 (If more than one funding code is to be used please specify amount to be charged to each.)
 Departure Date: _____ Return Date: _____

TRAVEL EXPENSE ESTIMATE

TO BE COMPLETED AND SUBMITTED 7 BUSINESS DAYS PRIOR TO TRAVEL TO THE
 OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION

Estimated Expense(s):

Transportation \$ _____ per day \$ _____
 Meals _____ days @ _____ per day \$ _____
 Lodging _____ days @ _____ per day \$ _____
 Registration (Acct. 0169) \$ _____
 Other Expenses (please list) Other: _____ \$ _____
 _____ \$ _____
 _____ \$ _____

TOTAL ESTIMATE \$ _____

I have reviewed this travel request, and find:

- the purpose of this trip fulfills an important public objective;
- this trip adheres to the City of Chicago Travel Policy;
- the purpose of the trip cannot be fulfilled locally.

TRAVELER: _____ DATE: _____
 DEPARTMENT HEAD: _____ DATE: _____
 OBM ANALYST: _____ DATE: _____
 OBM DIRECTOR: _____ DATE: _____
 CHIEF OF STAFF: _____ DATE: _____
* For International travel and non-employees, including contractors.

Please attach approved Request Form to Expense Statement when submitting for reimbursement.

EXHIBIT 9
City Hardware and Software Standards Overview

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

INTRODUCTION

This document provides a high-level list of current City standards for its hardware and software environments and is intended primarily for City department and vendor use. These standards do not mean that other software and hardware, which might have been previously listed as standard, may not be used or supported, but the following items should be purchased for any new initiative or growth/replacement needs. City departments will need to determine if the standard hardware/software item has been deployed in their department, if required for a new initiative.

Any proposals for non-standard hardware or software purchases or questions/comments should be forwarded to the Business and Information Services (BIS) Architecture team for review.

An asterisk (*) denotes standards currently under review (in all sections in this document). BIS will review and update these standards on a regular basis.

CURRENT SERVER STANDARDS – PLATFORMS AND FUNCTIONALITY

Operating System (O/S)	Hardware Platform	Functionality					
		File	Database	Application	Web	Email	Print
Novell Netware 6.5/ OES v.1	HP	Bundled with O/S	N/a	N/a	N/a	GroupWise 7	Bundled with O/S
Solaris 10 (Unix)	Sun Microsystems	N/a	Oracle 10GR2 Oracle RAC limited to 9.208	BEA WebLogic	Apache	N/a	N/a
RedHat Linux Advanced Server 4.x	Dell, HP	N/a	Oracle 10GR2 Oracle RAC limited to 9.208	BEA WebLogic	Apache	N/a	N/a
Windows 2003 Server	Dell, HP	Bundled with O/S	Oracle 10GR2	Citrix Presentation Server 4.0	N/a	N/a	Bundled with O/S

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

CURRENT CLIENT WORKSTATION STANDARDS

Type	HP Model	Dell Model
Basic Desktop	EVO DC5700	Optiplex 745
High-end Workstation	EVO XW4400	Precision 390
Business Notebook	NC6400	Latitude D620

CURRENT NETWORK PRINTER STANDARDS

PRINTER CATEGORY	MODEL	PRINT OUTPUT
Personal Printer - 1 user	HP LaserJet 1022N	Monochrome (Black & White)
Small Workgroup 2-8 users	HP LaserJet P2015DN	Monochrome (Black & White)
	HP LaserJet 2605DN	COLOR
Mid-Size Workgroup 8-12 users	HP LaserJet P3005DN	Monochrome (Black & White)
	HP LaserJet 3800DN	COLOR
Large Workgroup 12-20 users	HP LaserJet 4250DTN	Monochrome (Black & White)
	HP LaserJet 4700DN	COLOR
Departmental Greater than 20 users	HP LaserJet 9040DN	Monochrome (Black & White)
	HP LaserJet 5550DN	COLOR
Multi-Function Print/Copy/Fax/Scan	HP LaserJet 4345xMFP	Monochrome (Black & White)
	HP LaserJet 4730xMFP	COLOR

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

CURRENT STANDARDS – NOTEBOOK COMPUTERS and HANDHELD DEVICES

Type	Operating System (O/S)	Products - Uses
Notebook	Windows XP	HP EVONC6000 – Ethernet, WiFi IEEE 8.02.11g
		Dell Latitude D600– Ethernet, WiFi IEEE 8.02.11g
Ruggedized Notebook	Windows 2000, XP	Panasonic Toughbook CF-18 – WiFi IEEE 8.02.11g, EVDO, GPRS, 1xRTT
Tablet	Windows XP Professional Tablet Edition	IBM Lenovo Thinkpad X61 - Ethernet, WiFi IEEE 802.11g
Handheld	Windows CE/Pocket PC	HP iPaq -- WiFi 8.02.11g, EVDO, GPRS, 1xRTT
	RIM	Blackberry Enterprise Solution w/ Desktop Software version 4.0 devices tested and approved: Blackberry 7290 and 7520

GUIDELINES FOR SELECTING HANDHELD DEVICES: Rugged devices may be required depending on the environment that the handheld will be used in. Handheld applications can be developed using one of three models: 1) run completely on the handheld (completely disconnected), 2) run on the handheld but exchange data with a backend system either wirelessly or by synchronizing (occasionally connected) or 3) run on the handheld or through a browser and require a full time connection to the backend system (fully connected). It is strongly encouraged that all developed systems use the occasionally connected model due to the limitations of wireless technology.

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

CURRENT STANDARDS – UTILITIES by SERVER PLATFORM

Operating System (O/S)	Hardware Platform	Utilities						
		Back-up	Scheduling	DB Back-up	FTP	Virus Protection	Hardware Monitoring	File System Mgmt
Novell Netware 6.x	Dell, HP	Veritas Net Backup 5.0	Bundled with O/S	Not supported	Bundled with O/S	McAfee Netshield 4.4	Insight Mgr	Bundled with O/S
Solaris 10 (Unix)	Sun Microsystems	Legato 7.x	O/S	Legato DMO (RMAN)	Internal: Bundled with O/S External: SSL VPN**	n/a	Sun RSM, Big Brother	Veritas Volume Mgr 4.x
RedHat Linux Advanced Server 4.x	HP	Legato 7.x	O/S	Legato DMO (RMAN)	Internal: Bundled with O/S External: SSL VPN**	n/a	Big Brother	n/a
Windows 2003 Server	Dell, HP	Net Backup 5.0	Bundled with O/S	Veritas Oracle Backup Module (RMAN)	Bundled with O/S	McAfee 8.0	HP: Insight Mgr Dell: Open Manage	Bundled with O/S

** See the BIS Architect team for further guidance.

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

CURRENT STANDARDS – MAJOR BUSINESS APPLICATION TYPES

Function	City Standard
Financials – general ledger, payroll, accounts receivable & payable, purchasing	Oracle applications
Human Resource tracking	Oracle applications
GIS	ArcGIS
Work order tracking	Motorola (Suncoast)
Inspections/Permitting related to City infrastructure/services	Motorola (Suncoast)
Inspections/Permitting related to a building	Hansen
Licensing	IRIS
Enterprise case management	Softscape
Ad hoc Reporting	Business Objects
Imaging – document storage	FileNET
Imaging – workflow	FileNET
Portal	BEA WebLogic

CURRENT STANDARDS – ENTERPRISE MANAGEMENT SOFTWARE

Function	City Standard
Remote email/handheld integration	Groupwise mobile (for non-RIM devices)
Content Filtering	Smart Filter DA
Anti-spam	MessageScreen (Info Crossing)
Email archiving	Message Manager (CA)
Desktop management	LanDesk
Security/single sign-on	Enterprise LDAP

**CITY OF CHICAGO
BUSINESS AND INFORMATION SERVICES
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview**

CURRENT STANDARDS – CUSTOM APPLICATION DEVELOPMENT

Standards regarding the application and integration server environment can be found in this document: Technical Development Guidelines. Policies for development methodologies and approach are included in: Application Development Policies. The City is moving to a configuration-based development process, which will be further defined in the coming months.

Development Tool/Function	City Standard
Project Management/Planning	MC Project
Internet Search Engine	Fast Search
Application Server	BEA WebLogic
Custom Development	BEA Workshop
Change Control	MS Sharepoint
Project Collaboration	MS Sharepoint
Automated Testing	Cruise Control
Version control and course code storage	CVS

CURRENT OBJECTIVES

The following technologies are currently under review to determine a standard:

- Security/single sign-on
- Application monitoring/metrics
- Web forms
- Metadata repository
- Internet search engine
- Full disk encryption

APPENDIX A
CANVAS Boot-File Layout and Boot-File Size

The Respondent must consider the following CANVAS software requirements when interfacing with the LPR application.

Boot-File Layout

Field	Column	Length	Values (State abbreviation)
License Plate State	1-2	2	IL/WI, etc
Filler	3-4	2	><
License Plate Number	5-12	8	123ABC, etc
Filler	13-17	5	><W><

File is a total of 17 characters long.

Boot-File Size

The Boot-File Size varies depending upon the level of activity.

E.g.: one night's file had 648,426 records in it, and was 11,399KB on the AIX box.

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