

PUBLIC BUILDING COMMISSION OF CHICAGO



REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

Issued on Tuesday, June 1, 2010
RESPONSES ARE DUE ON THURSDAY, JULY 15, 2010

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submittal.

**SUBMIT ONE (1) ORIGINAL AND SIX (6) COPIES (5 PAPER COPIES, PLUS 1 UNBOUND COPY AND
1 CDROM) OF THE SUBMITTAL TO:**

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

Mayor Richard M. Daley

Chairman

Erin Lavin Cabonargi

Executive Director

SUBMITTAL CHECKLIST

Please review submission and ascertain that all applicable forms are complete and additional required documentation is attached. We suggest you provide a submittal checklist, similar to the one shown below, at the beginning of your submission. Note that the Transmittal Letter in your submission must be signed by an authorized officer of the firm.

RFQ Section	Requirement	Response Page
4.3.1	Transmittal Letter	
4.3.2	Table of Contents	
4.3.3	Executive Summary	
4.5.1.1	Copy of Joint Venture Agreement (if applicable)	
4.3.7	Project Flow Chart	
4.5.2.1	Detailed Organization Chart and resumes	
4.3.9	Financial Statements	
4.3.10	Quality Assurance/Quality Control Plan	
4.5.1.2	Copy of each applicable business and professional license	
4.5.1.3	Copy of current MBE/WBE certification letter (if applicable)	
4.5.1	ATTACHMENT A – General Information	
4.5.2	ATTACHMENT B1 – Technology Assessment References	
4.5.3	ATTACHMENT B2 – Camera Infrastructure References	
4.4	ATTACHMENT C – Schedule of Hourly Rates	
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PUBLIC BUILDING COMMISSION OF CHICAGO
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I. KEY INFORMATION ABOUT THIS RFQ

1. **RFQ CONTACT:** The RFQ Contact, identified below, is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful Company.

Contract Officer
Rosalinda "Rusty" Castillo
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602
Fax (312) 744-3572
rusty.castillo@cityofchicago.org

2. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Public Building Commission ("PBC"). We will post the answer in the PBC website, which may be viewed at www.pbcchicago.com.

3. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates.

Issue RFQ.....June 1, 2010
Pre-Submittal Conference.....June 9, 2010 at 2:00 PM Local Time
Due Date and Time for Submissions.....July 15, 2010 at 12:00 PM Local Time

4. **NUMBER OF COPIES:** Submit a signed original copy, six copies (5 paper copies, plus 1 unbound copy and 1 CDROM) of the Submission in a sealed envelope or container.

5. **SUBMIT QUALIFICATION TO:**

Rosalinda "Rusty" Castillo, Deputy Director of Procurement
Public Building Commission
50 West Washington Street, Room 200
Chicago, Illinois 60602

6. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by Staff associated with this procurement process.

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II. DEFINITIONS

2.1 Definitions

Throughout this Request for Qualifications these terms have the following meanings:

"Commission" or "PBC" means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

"Agreement" means the contract for SECURITY SYSTEM INTEGRATION SERVICES for Camera Infrastructure Project that is to be entered into between the Commission and the selected Respondent pursuant to this RFQ.

"Authorized Commission Representative" means one or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.

"Include." Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

"Respondent" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFQ.

"RFQ" means this Request for Qualifications, including all Exhibits and Addenda.

"Selected Respondent" or "Company" means the individual, partnership, corporation or joint venture that the Commission selects for award of a contract pursuant to the RFQ.

"Services" means collectively, the duties, responsibilities and tasks that are necessary in order for the selected Respondent to provide the Scope of Services required by the Commission and the assigned Task Order.

"Subconsultant" means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to furnish labor, materials and/or equipment to the selected Respondent related to the performance of the Services and/or improvement of the Project as required by the Agreement.

"Submittal" means all materials submitted in response to this RFQ.

"Task Order" means a document issued by the Commission to the selected Respondent that authorizes in writing Services and/or Deliverables to be provided by the selected Respondent, together with any applicable exhibits or schedules, a timetable for any deliverables and the applicable fees.

2.2 Interpretations

- 2.2.1 Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ's provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.
- 2.2.2. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ mean that requirements, directions of and permission of the Executive Director are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" the Executive Director. Words such as "necessary," "proper" or words of like import mean that the Services must be performed in a manner or be of character which is "necessary" or "proper" in the sole opinion of the Commission.
- 2.2.3. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFQ means reasonable, suitable, acceptable, proper or satisfactory in the sole judgment of the Commission.

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NATURE OF SERVICES

3.1 Intent

The Public Building Commission of Chicago (“Commission”) invites Respondents with extensive successful past experience in the integration of network security camera and high-speed fiber optic and wireless communication systems to respond to this RFQ. The Commission will select the most highly qualified Respondent to perform integration services, including upgrades and expansion, for the City of Chicago’s Office of Emergency Management and Communications (“OEMC”) existing surveillance system throughout the City. The work will be performed on behalf of the OEMC and other units of local government with systems that require integration with the OEMC’s system. The Services will proceed on the basis of task orders issued by the PBC. The term of the contract will be for a period of five (5) years with two one-year renewal options.

3.2 Background

The existing OEMC video camera system is largely a fixed-camera system that monitors various locations throughout the City of Chicago. Examples of the locations that are monitored are the Central Business District, Lower Wacker Drive, the lakefront and other key points of interest. The existing OEMC system also has the capacity to monitor high traffic areas, venues for events, evacuation routes and transportation systems. Links exist between the OEMC system and other surveillance systems at the Chicago Public Schools, Chicago Housing Authority, Chicago Transit Authority and the Chicago Police Department.

The next generation surveillance approach is anticipated to be a bandwidth-rich environment that will build on the existing fiber infrastructure in the City. This will allow the distribution of resources throughout various locations around the City, providing redundancy and survivability in the system. Wireless links will be pushed to the edge of the fiber optic system to support the transmission of video, provide two-way data access, gather sensor data and support alarms from the enhanced cameras and the Police Department Portable Overt Digital Surveillance System (PODSS).

Building on this infrastructure will be expanded system capabilities such as:

- Support backhaul capabilities for aerial surveillance.
- Provide links for the emerging CBRN-E oriented sensor technology platforms.
- Serve as an access point for remote command capability.
- Provide transport for links to other public and non-public surveillance systems.
- Provide video analytics for improved situational awareness.
- Serve as a platform for future technologies.

3.3. General Scope of Services

The Selected Respondent will provide all Services required to complete each Task Order issued by the Commission. The Selected Respondent will be responsible for the technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished.

3.3.1 Surveillance and Technology Services Descriptions

Services, shall include, but are not limited to the following categories:

3.3.1.1. Emerging Technology Research

The Selected Respondent will be required to bring new and emerging technology options and ideas to the OEMC Camera Infrastructure Program. The Selected Respondent will be responsible for researching these technologies and demonstrating how they can be applied to best serve the OEMC's mission and goals, and enhance the safety and efficiency of law enforcement in the City of Chicago.

3.3.1.2 Technology Assessments

The Selected Respondent shall provide detailed assessments of emerging technologies, including thorough concept testing, for such applications as:

- a. Single sign-on approaches.
- b. Aerial surveillance capability.
- c. Remote command center support.
- d. Testing of CBRN devices.
- e. Testing of Wi-Fi hotspot system for police.
- f. Video analytics capability

3.3.1.3. System Infrastructure

The Selected Respondent shall provide services related to the engineering, hardware installation and implementation of wireless and fiber optic infrastructure which include, but are not limited to, the following projects:

- a. Building a Dense Wave Division Multiplexing (DWDM)- and Coarse Wave Division Multiplexing (CWDM) -based fiber optic network to expand the capacity of the existing OEMC network throughout the City of Chicago.
- b. Increasing the number and capabilities of cameras and Police Department Portable Overt Digital Surveillance System (PODSS) devices throughout the City.
- c. Reconfiguring the coverage of the existing and new wireless networks to the edges of the fiber optic system to provide bandwidth necessary to support additional cameras.
- d. Adding new functions, such as Wi-Fi hotspots, to support the emerging needs of police and fire personnel and command staff.

These projects may include a number of tasks including, without limitation:

1. Phased expansion of the current DWDM-based system throughout the City.
2. Upgrade CPD PODSS network from bandwidth constricted wireless network to bandwidth-rich fiber/wireless.
3. Add links to current standalone video surveillance systems at other public agencies.
4. Distribute archiving systems throughout the City, as DWDM network expands eliminating single point of failure vulnerability and resolving building space issues.
5. Implement an offsite, online remote data storage and data recovery approach.
6. Expand the PODSS network further into the City neighborhoods using phased approach.

3.3.1.3.1 System Planning Services

The Selected Respondent shall develop and maintain a five year Security Camera/ Communications System engineering and installation plan for the OEMC Camera Infrastructure Project. These Services may include, without limitation, planning and designing the Security Camera / Communications System in a manner that can easily be expanded into new geographic and functional areas. The planning services shall include achieving system expansion through a phased approach which takes into account the funding that is available during each year of the project.

3.3.1.3.2 Pre-Design Phase Services

The Selected Respondent shall provide pre-design phase services which include, but are not limited to:

- a. Understanding and documenting the PBC/OEMC project goals.
- b. Performing site surveys to understand and document existing conditions and infrastructure.
- c. Research and document historical information for infrastructure owned by other City Departments, Agencies or Telecommunications Companies.
- d. Bring ideas and options to the Commission and OEMC on how existing infrastructure "owned by others" may be integrated with the OEMC Camera Infrastructure Project.

3.3.1.3.3 System Design Phase Services

The Selected Respondent must have in-house or sub-consultant team members that can provide professional design and engineering services that are required to support all phases of the OEMC Camera Infrastructure Project. Infrastructure design services must be provided by architectural, electrical and mechanical engineering professionals that are licensed in the State of Illinois. The professional design firms must have successful past experience in the planning and design of security camera systems, software and high performance communications networks with professionals either certified by the manufacturer of the systems or with demonstrated competency in the engineering of the required systems. The anticipated required infrastructure design disciplines will include, without limitation, architectural, structural, mechanical and electrical. The Selected Respondent shall provide engineering services which include, but are not limited to:

- a. Development of conceptual design drawings and technical specifications that demonstrate proof of concept and compliance with the PBC/OEMC project goals and objectives. A written summary of the design concept will be required. The summary should cover the basis of design, assumptions made and a description of the remainder of the design to be developed. Implementation cost estimates will be required at the end of each design milestone.
- b. Prepare design drawings and technical specification at 30%, 60%, 90% and 100% design milestones. Design deliverables should include plans, elevations, details, sections, specifications and narratives, as required to describe all requirements of the project.
- c. Prepare and issue hard copies of the Design Drawings, Specifications and Narratives, as required, to the Authorized Commission Representative and OEMC for Design Milestone Review.
- d. Incorporate comments provided by the Commission Representative and OEMC into subsequent design deliverables.
- e. At the completion of Design Services, transmit multiple hard copies at the direction of the Authorized Commission Representative and editable electronic

version of the final documents to the Authorized Commission Representative for review and transmittal to the OEMC. Prepare a written and oral report of the design phase for presentation to the OEMC. The presentations to be made shall be directed in writing by the Authorized Commission Representative.

3.3.1.4. Implementation Management Oversight Services

The Selected Respondent shall provide the following Project Management services:

3.3.1.4.1 Project Management Services

The Selected Respondent will be responsible for managing all phases of the project including, but not limited to new technology research, network and project planning, design phase services, installation phase services, start up / testing / training / close out, warranty and maintenance services, quality control, safety and overall cost and schedule control.

3.3.1.4.2 System Installation Services

The Selected Respondent will be responsible for providing installation services. Installation of security camera systems includes, without limitation, the installment of conduits, wiring, back boxes and enclosure, electrical power and low voltage wiring, security cameras, antennas, UPS systems, software and high performance communications network equipment. The Selected Respondent will perform all start up, testing, troubleshooting, repair, customer training and acceptance testing phases of security camera and communications networks installed.

3.1.4.3. Implementation Administration and Oversight

The Selected Respondent shall provide construction administration and oversight to ensure that construction activities are in accordance with the project design and specifications. Construction Administration and Oversight services will typically include, without limitation:

- a. Management of all pre-construction activities, including: securing all required insurance and bonding certificates, secure all required right on entry agreements, secure necessary permits, development of logs for submittals and Request for Information tracking, development of and approval of project specific site logistic plans, QA/QC plans and Safety plans, and coordination of the preconstruction meetings.
- b. Provide daily management and coordination of subcontractors, project submittals, material procurement and delivery, RFI's, cost and schedule control, pay applications, QA/QC, safety and traffic control.
- c. Providing daily oversight throughout construction activities at the site(s) including the placement of conduit, wiring, back boxes and enclosure, electrical power and low voltage wiring, security cameras, antennas, UPS systems, software and high performance communications network equipment and restoration of the existing surfaces or infrastructure that may have been impact by the installations.
- d. Provide daily field reports to the Authorized Commission Representative. The report must meet the Commission requirements outline in the contract standard terms and conditions.
- e. Coordination of a weekly project progress meeting with appropriate subcontractors, Commission representatives and OEMC representatives.

- f. Management of Substantial and Final Completion requirements including but not limited to: system commissioning, network federation programming, start up, testing, training, punch list completion, as-built documentation, warranties, and licensing, equipment identification and cataloging and financial closeout.

3.3.1.5. Environmental Planning and Historic Preservation Requirements

The Selected Respondent must provide project and construction management services which follow the rules set forth in the Federal Emergency Management Agency (FEMA's) Grant Programs Directorate Information Bulletin, Number 329. This Information Bulletin provides general guidance on the environmental planning and historical preservation (EHP) review process for any grant programs administered by the Grant Programs Directorate (GPD) at FEMA. Information can be found at www.fema.gov/plan/ehp. See Exhibit 5: Environmental Planning and Historical Preservation (EPH) and Exhibit 6: EPH Picture Documentation Instructions and Example for the rules and an example.

The Selected Respondent must submit an Environmental Impact Analysis for each assigned Task Order as required by the US Department of Homeland Security

3.3.1.6 Warranty and Maintenance Phase Services

The Selected Respondent will be responsible for providing warranty and maintenance services for the security camera and communications networks installed as part of the OEMC Operation Virtual Shield program and the security camera infrastructure and networks to be installed as part of the OEMC Camera Infrastructure Program. The OEMC Operation Virtual (OVS) shield security cameras and supporting network were installed between 2006 and 2010.

The required warranty and maintenance services will include the development of and execution of a warranty and maintenance program for the existing OVS network and the new security camera systems, software and fiber optic and wireless communications networks.

3.4 TASK ORDER SERVICES REQUEST AND AWARD PROCESS

The Selected Respondent must perform all of the ordered and required services in a satisfactory manner consistent with the standard of performance stated in Section 3, Subpart B of the Terms and Conditions found in Attachment H hereto. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. The Selected Respondent will be responsible for the professional and technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished.

3.4.1. Issuance of Task Orders

3.4.1.1. All Services must be authorized by a written Task Order. The Selected Respondent acknowledges and agrees that the Commission is under no obligation to issue any Task Orders for Services.

3.4.1.2. The Commission may issue a Task Order Request specifically referencing the Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.

The Selected Respondent will be required to respond to all Task Order requests within seven (7) to ten (10) days. Responses to Task Order requests may include a proposed time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Agreement.

Costs associated with the preparation of Task Orders are not compensable under the Agreement. The Commission is not liable for any costs that are not specifically authorized by an executed Task Order.

3.4.2. Acceptance of Task Orders

3.4.2.1 Upon acceptance of Selected Respondent's response to the Task Order Services Request, the Commission may, by executed Task Order signed by the Executive Director, direct the Selected Respondent to perform the Task Order Services.

3.4.2.2 The Selected Respondent must not commence Services under the Task Order until the written approval of the Executive Director has been obtained, and the Commission is not liable for any cost incurred by the Selected Respondent without such approval.

3.5 TERM OF CONTRACT

The contract is effective on the date of execution for a period of five (5) years with two one year renewal options.

PUBLIC BUILDING COMMISSION OF CHICAGO

REQUEST FOR QUALIFICATIONS

FOR

SECURITY SYSTEM INTEGRATION SERVICES

FOR THE

OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

VI. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS

4.1 GENERAL INSTRUCTIONS:

- a. These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect the Commission's evaluation and may result in disqualification of the submission. However, the Commission reserves the right to reject or accept any submittals for any reason whatsoever.
- b. Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper, with two-sided material only. Separate each section by labeled tabs and organize in accordance with submittal requirements listed below. Expensive papers and bindings are discouraged since no materials will be returned. Of the six (6) submittals, at least one (1) must contain original signatures and be marked **ORIGINAL**, one (1) must be submitted without any binding so as to facilitate additional copying by the Commission as required and one must be in electronic format on a CD-ROM. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.
- c. The Commission reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Evaluation Committee (the "Committee") may solicit from previous clients (including the Commission, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.
- d. Attachments must be referenced in the Submission.
- e. Failure to submit the required documents may deem your firm non-responsive.
- f. **The outside of each envelope or package must be addressed and returned to:**

Public Building Commission of Chicago

Re: Request for Qualifications For SECURITY SYSTEM INTEGRATION SERVICES for
Camera Infrastructure Project

PS1836

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

Attention: Rosalinda "Rusty" Castillo – Deputy Director of Procurement

4.2 SUBMITTAL REQUIREMENTS

4.2.1 **RESPONSIVENESS.** Respondent's compliance with all submission requirements.

4.3 **TECHNICAL SUBMISSION:** The following documents and responses will be included in the Technical Submission and tabbed as such in the order given below:

4.3.1 **TRANSMITTAL LETTER:** An individual authorized to legally bind the Respondent must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Submittal unless the Respondent designates another person in writing. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number.

The Transmittal Letter is to identify all firms in the project team composition, as well as indicate the Respondent is prepared to enter into an agreement in the form being offered. Attachment H – Form of Agreement contains the standard Terms and Conditions of the agreement which are not subject to negotiation.

4.3.2 **TABLE OF CONTENTS:** The Respondent shall include a table of contents in its Submission. Submissions shall be page numbered sequentially from front to back.

4.3.3 **EXECUTIVE SUMMARY:** The Respondent will prepare an Executive Summary and overview of the services it is proposing including all of the following information:

4.3.3.1. Demonstrate that the Respondent understands the services as specified in RFQ, "Project Overview". Please limit to one page.

4.3.3.2. Statement of qualifications. All Respondents must demonstrate relevant and recent experience integrating large surveillance systems similar in scale to the City of Chicago's territory. Please limit to two pages.

4.3.3.3. Project Approach. Describe your approach to managing a typical project from planning through design and construction phase. Please limit to one page.

4.3.3.4. Provide an organization chart illustrating the structure of the Respondent's proposed team and demonstrate an understanding of the services required and ability to identify appropriate personnel for the services required.

4.3.3.5. Provide an explanation of how the Respondent satisfies the evaluation criteria. Please limit to one page.

4.3.3.6. Minority and Women Owned Business Enterprises

The Commission affirmative action requirements are set forth with particularity in Attachment E, "Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises". The Respondent is required to make a statement of understanding and commitment to comply with the aforementioned Special Conditions on assigned Task Orders. The attachment includes various affidavits, certifications and other reporting forms, for the Respondent's review.

4.3.4 TECHNOLOGY ASSESSMENTS

4.3.4.1. Examples of five (5) Technology Assessments completed by the Respondent that analyzed technology enhancements to surveillance systems, E911 technology, and other technologies identified in section 3.3.1.2 of this document within the last two (2) years. **No more than two (2) projects are to be Commission projects.** These projects shall demonstrate the Respondent's experience with evaluating emerging technologies.

- 4.3.4.2 Complete Attachment B-1 to demonstrate these projects showing the following information for each:
- a. Project Name
 - b. Project Location
 - c. Project Type: Industrial, Commercial or Residential
 - d. Date of Completion
 - e. Project Manager
 - f. Value of Contract
- 4.3.4.3. Provide the resumes for key personnel that will be responsible for Technology Assessments. Each individual must have *at least* five (5) years experience in their respective industry and subject matter.
- 4.3.4.4. Provide Respondent or Team member's City of Chicago business license, along with any State of Illinois license that may be required to provide such services.
- 4.3.4.5. Demonstrate Respondent's past experience in the installation of security camera systems, software and high performance communications networks with professionals' certified, or equivalent experience, by the manufacturer of the systems.
- 4.3.4.6. Provide evidence of Respondent's past experience with the start up, testing, troubleshooting, repair, customer training and acceptance testing phases of security camera and communications networks being installed for the OEMC Camera Infrastructure Project.
- 4.3.4.7 EMERGING TECHNOLOGY RESEARCH
- 4.3.4.7.1. Provide evidence of the Respondent's capability and experience in bringing new and emerging technology options and ideas to the OEMC Camera Infrastructure Project.
- 4.3.7.2. Provide examples of the Respondent's research capabilities and experience of these technologies.
- 4.3.7.3. Demonstrate how new and emerging technology options and ideas can be applied to enhance the safety and efficiency of law enforcement and enhance the OEMC's mission and goals.

4.3.5 SYSTEM INFRASTRUCTURE

- 4.3.5.1. Provide examples of five (5) system integration projects that are similar in scope to the OEMC system completed by the proposing company that were prepared within the last two (2) years demonstrating the Respondent's familiarization and experience with the technologies required to design and implement the expansion of the existing Chicago Surveillance Network. **No more than two (2) projects are to be Commission projects.** Complete Attachment B- to demonstrate these projects showing the following:
- a. Project Name
 - b. Project Location
 - c. Project Type: Industrial, Commercial or Residential
 - d. Date of Completion
 - e. Project Author
- 4.3.5.2. Provide resumes for the key personnel that will be responsible for management of the planning, design and installation phases of security camera infrastructure

projects. Each individual must have *at least* five (5) years experience in their respective industry and subject matter.

4.3.5.3. Demonstrate successful past experience in the planning and design of security camera systems, software and high performance communications networks with professionals certified, or equivalent experience, by the manufacturer of the systems.

4.3.5.4 Respondent's must have in-house or sub-consultant team members that can provide professional design and engineering services that are required to support all phases of the OEMC Camera Infrastructure Project.

4.3.5.5 Infrastructure design services must be provided by architectural, electrical and mechanical Engineering Professionals that are licensed in the State of Illinois.

4.3.5.6 The professional design firms must have successful past experience in the planning and design of security camera systems, software and high performance communications networks with professionals certified, or equivalent experience, by the manufacturer of the systems.

4.3.5.7 The anticipated required infrastructure design disciplines will include but may not be limited to; Architectural, Structural, Mechanical and Electrical.

4.3.6 WARRANTY AND MAINTENANCE SERVICES

4.3.6.1. Provide examples of Respondent's past experience in developing, executing and managing warranty and maintenance programs for various phases of security camera systems, software, fiber optic and wireless communications networks.

4.3.7 PROJECT FLOW CHART

4.3.7.1 Provide a flow chart that indicates your proposed management and personnel structure for a typical project.

4.3.8 KEY PERSONNEL

4.3.8.1 Provide the availability and strengths of personnel and staffing to be dedicated to the services requested.

4.3.8.2 Provide no less than six (6) resumes of local key personnel that will be working on Commission projects.

4.3.8.3 Provide a summary list of the individuals for which résumés have been provided, and the years that those individuals have been with their current firms.

4.3.8.4 Provide copies of current licenses for the on-staff engineers, project managers and key personnel.

4.3.8.5 Furnish resumes and copies of current State of Illinois licenses for professional electrical engineers who will provide design services, and the years that those engineers have been with their current firms.

4.3.8.6 Furnish resumes and copies of current State of Illinois licenses for architectural, electrical, mechanical and structural engineering professionals.

4.3.9 FINANCIAL CAPACITY INFORMATION

The Respondent shall furnish financial statements, such as balance sheets and/or profit

and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent ability to provide the Services.

4.3.10 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

Provide an example of a detailed Quality Assurance/Quality Control Plan featuring a management plan.

4.3.11 INSURANCE REQUIREMENTS

The selected Respondent must maintain the types of insurance coverage described in Attachment F – Insurance Requirements. As such, each submission must be accompanied by written evidence of the Respondent's ability to procure the insurance specified in Attachment F and must include a certificate of insurance showing required limits. Indemnification requirements are contained in the Agreement. Indemnification obligations are independent of and unlimited in any manner by the selected Respondent's insurance coverage. The limits will depend upon the type of activity involved and will be as prescribed by the Commission's Risk Manager. The limits set forth in Attachment F are required by the Commission's intergovernmental agreement with its User Agency client, and are not negotiable.

The Commission reserves the right to require the selected Respondent to furnish certificates of insurance or, if the Commission so requires, certified copies of the original policies of all insurance required by the RFQ. The receipt of any certificate of insurance does not constitute agreement by the Commission that the insurance requirements of the RFQ have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements of the RFQ. Failure of the Commission to request or obtain certificates or other evidence of insurance from the selected Respondent shall not be deemed to be a waiver by the Commission.

4.4 ATTACHMENT C – SCHEDULE OF HOURLY RATES

Completed Attachment C – Schedule of Hourly Rates must be submitted in a **separate, sealed envelope**.

4.5 REQUIRED FORMS:

4.5.1 ATTACHMENT A – GENERAL INFORMATION

4.5.1.1 Copy of Joint Venture Agreement (if applicable)

4.5.1.2 Copy of each applicable business license

4.5.1.3. Copy of current MBE/WBE certification letter (if applicable)

4.5.1.4. Copy of sample insurance certificate or statement of ability to comply with insurance requirements identified in Attachment F

4.5.1.3 Anti-Collusion Affidavit

4.5.2 ATTACHMENT B1 – SECTION C – KEY PERSONNEL

4.5.2.1 Attach resumes of Key Personnel and detailed organization chart

4.5.3 ATTACHMENT B2 – SECTION C – KEY PERSONNEL

4.5.3.1 Attach resumes of Key Personnel and detailed organization chart

ATTACHMENT C - SCHEDULE OF HOURLY RATES FOR SERVICES

4.5.4 ATTACHMENT D - LEGAL ACTIONS

4.5.4.1 Attach additional information as necessary.

4.5.5 ATTACHMENT E – SPECIAL CONDITIONS FOR M/WBE

4.5.6 ATTACHMENT F – INSURANCE REQUIREMENTS

4.5.7 ATTACHMENT G - DISCLOSURE OF RETAINED PARTIES.

4.5.8 ATTACHMENT H - FORM OF AGREEMENT

4.6 REJECTION OF SUBMITTALS: Submittals that do not comply with the submittal requirements of the RFQ, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. The Commission, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

4.7 OWNERSHIP OF SUBMITTALS

The Commission owns all submitted materials. Submittals will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the Commission. The Commission shall not be responsible for expenses incurred in preparing and submitting the Submittal. Such costs shall not be included in the Submittal.

4.8 IMPROPER PRACTICES

The Respondent shall not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the Public Building Commission, official, or employee of the Commission for the purpose of influencing consideration of the Submittal. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFQ to be rejected by the Commission. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

4.9 COMPLIANCE WITH LAWS

The Selected Respondent must comply with all laws, statutes, ordinances and regulations of any governmental body, including the Commission and Federal, state, local and city governments. Respondents' attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Staff must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

PUBLIC BUILDING COMMISSION OF CHICAGO
REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

V. EVALUATION CRITERIA

5.1 SELECTION PROCESS

An Evaluation Committee (the "Committee") will review the Respondent's qualifications in accordance with submittal requirements and evaluation criteria set forth below and may recommend a short list of Respondents to the Commission Executive Director. At the Executive Director's discretion, short-listed Respondents may be invited to make oral presentations to the Committee after which the Committee will then summarize the evaluation process and results and submit its recommendation to the Executive Director. The Executive Director will make a final determination and request approval from Board of Commissioners to initiate negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to the Commission.

The Commission reserves the right to seek clarification of information submitted in response to this RFQ and/or request additional information during the evaluation process. The Commission reserves the right to accept or reject any or all qualifications and selections when it is determined, at the sole discretion of the Executive Director, to be in the best interest of the Commission.

Cancellation: The Commission reserves the right to terminate this procurement at any stage if the Executive Director determines it to be in the best interest of the Commission. In no event is the Commission liable to Respondents for any cost or damages incurred by Respondents, subcontractors or other interested parties in connection with the selection process, including but not limited to any and all costs of preparing the Request for Qualifications and participation in any conferences, oral presentations or negotiations.

5.2 EVALUATION CRITERIA

The Committee will conduct the following reviews of Respondent's qualifications and rank offers, without consideration of hourly rates, from best to least qualified in accordance with the following criteria:

5.2.1 QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE

5.2.1.1. Evidence of Respondent's current and valid business and professional licenses as evidenced in the Executive Summary and **ATTACHMENT A**.

5.2.1.3 Evidence of the respondents qualifications of key personnel including education, training, job performance in similar capacities on comparable projects as evidenced in the Executive Summary, **ATTACHMENT B-1 and ATTACHMENT B-2**

5.2.1.4 The depth, breadth and relevance of Respondent's recent experience (per Submittal Requirements), capabilities and resources, at both the corporate and individual levels, in: Technology Assessments and Camera Infrastructure projects of similar scope, size and complexity to the OEMC Camera Infrastructure Program as evidenced by the documents furnished in Respondent's submittal and as evidenced in the Executive Summary, **ATTACHMENT B-1 and ATTACHMENT B-2**

5.2.1.5 Quality of Respondent's past experience in the integration of security camera and high-speed fiber optic and wireless communication systems including, but not limited to:

- Respondent's ability to provide pre-design phase services that include, but are not limited to
 - Understanding and documenting the Commission/OEMC project goals.
 - Performing site surveys to understand and document existing conditions and infrastructure.
 - Research and document historical information for infrastructure owned by other City Departments, Agencies or Telecommunications Companies.
 - Bring ideas and options to the Commission and OEMC on how existing infrastructure "owned by others" can bring value to the OEMC Camera Infrastructure Project.
 - Respondent's demonstrated ability to plan and design the Security Camera / Communications Network in a way that it can easily be expanded into new geographic and functional areas in a phased manner that can meet the funding that is available during the current year of the project.

- Respondent's in-house or sub-consultant team members demonstrated ability to provide required professional design and engineering services to support all phases of the OEMC Camera Infrastructure Project including, but not limited to:
 - State of Illinois licensed architectural, electrical, structural and mechanical engineering professionals.
 - Respondent's experience and qualifications in planning and designing of security camera systems, software and high performance communications networks with professionals' certified or equivalent experience, by the manufacturer of the systems.

- Quality of Respondent's in-house or sub-contractor team members experience and qualification to provide installation phase services including, but not limited to:
 - Installing companies are licensed in the City of Chicago to provide such services.
 - Installers experience and qualifications in the installation of security camera systems, software and high performance communications networks with professionals' certified or equivalent experience, by the manufacturer of the systems.
 - Respondent's teams experience with the start up, testing, troubleshooting, repair, customer training and acceptance testing phases of security camera and communications networks being installed for the OEMC Camera Infrastructure Project.

- Respondent's performance and qualifications demonstrating the team's ability to develop and maintain a five year Security Camera/Communications network design and installation plan for the OEMC Camera Infrastructure Project.

- Respondent's ability to provide professional Environmental Impact Analysis services.

- Respondent's demonstrated experience and qualifications to develop, execute and manage the warranty and maintenance phases of security camera systems, software, fiber optic and wireless communications networks.

- Respondent's capability and experience demonstrating the ability to bring new and emerging technology options and ideas to the OEMC Camera Infrastructure Project including, but not limited to researching these technologies and demonstrating how they can be applied to the enhance the safety and efficiency of law enforcement and enhance the OEMC's mission and goals.

5.2.3 SCHEDULE OF HOURLY RATES

The Commission will review and compare hourly rates provided by the most highly qualified Respondent to ensure the hourly rates are fair, reasonable and indicative of the level of experience

requested in this RFQ. If the Commission does not consider the hourly rates submitted in response to this RFQ to be fair and reasonable, the Commission will enter into negotiations with the most highly qualified Respondent. If the most highly qualified Respondent's hourly rates cannot be negotiated to an acceptable level, the Commission reserves the right to recommend award to the next highest ranked Respondent.

5.2.4 FINANCIAL STRENGTH

The Commission will evaluate the Respondent's ability to attract and retain a highly qualified staff, as well as Respondent's demonstrated financial stability, as evidenced in the documents and references provided in Respondent's submittal.

5.2.5. MBE/WBE UTILIZATION PLAN

The quality of the Respondent's statement of understanding and commitment to comply with the Commission's Special Conditions found in Attachment E as evidenced in the Executive Summary. In addition, the Commission will evaluate the Respondent's past performance in meeting and/or exceeding the MBE and WBE goals on Commission and Non-Public Building Commission projects as indicated in Attachments B-1 and B-2.

5.2.6. QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

The Commission will assess each Respondent's understanding of quality assurance and quality control, and their demonstrated ability to provide effective quality assurance and quality control services as evidenced by the QA/QC Plan. Respondent needs to specifically describe its QA/QC process for reviewing all reports prior to submission to the Commission. The quality of responses received from the QA/QC Plan references will be evaluated.

5.2.7. CONTRACT TERMS AND CONDITIONS

Evidence of the Respondent's understanding of the Commission's standard terms and conditions found in Attachment H, "Form of Agreement" to this RFQ. These terms and conditions are required by the Commission's intergovernmental agreement with its User Agency client, and are not negotiable.

5.2.8. INSURANCE REQUIREMENTS

The Commission will assess each Respondent's ability to procure and comply with the amounts of insurance coverage that is indicated in Attachment F - Insurance Requirements.

5.2.9. PROJECT FLOWCHART

The quality of the Respondent's proposed management and personnel structure for a typical project as depicted in the Project Flow Chart.

5.2.10. RFQ COMPLIANCE / RESPONSIVENESS

Commission will review the quality, completeness and comprehensiveness of response to this RFQ and compliance with each of the submittal requirements.

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization _____

b. Authorized to do business in the State of Illinois: Yes [] No []

c. Names of all officers of corporation or LLC
(or attach list):

Names of all directors of corporation
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

_____.

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No []

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Company is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Company is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []

If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Company is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes ___ No _____
If yes, check one: MBE ___ WBE _____

Certified by: _____
(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?
Yes _____ No _____

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License or license number)	Organization issuing License	Intend to Perform? Yes/No
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in

ATTACHMENT F - INSURANCE REQUIREMENTS.

COMMITMENT TO COMPLY WITH THE INDEMNIFICATION PROVISIONS IN THE AGREEMENT AND ALL OTHER REQUIREMENTS.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information About Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer or Company)

REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

ATTACHMENT B-1

Category A. Technology Assessment Experience

Commission and Non-Public Building Commission Projects- Experience

Examples of five (5) Technology Assessments completed by the Respondent prepared that analyzed technology enhancements to surveillance systems, E911 technology, and other technologies identified in Section 3.2.1.2 of this document within the last two (2) years. **No more than two (2) projects are to be Commission projects.** These projects shall demonstrate the Respondent's and their project manager's experience with evaluating emerging technologies.

1. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Commission Project Manager: _____
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

2. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Commission Project Manager: _____
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

ATTACHMENT B-1 (Continued)

3. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____
4. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____
5. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

ATTACHMENT B-2

Category B. Camera Infrastructure Experience

Commission and Non-Public Building Commission Projects- Experience

Provide examples of five (5) surveillance projects that are similar in scope to the Chicago Metropolitan area completed by the Respondent that were prepared within the last two (2) years demonstrating the Respondent and author's familiarization and experience with the technologies required to design and implement the expansion of the existing Chicago Surveillance Network. **No more than two (2) projects are to be Commission projects**

1. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Commission Project Manager: _____
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$_____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

2. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Commission Project Manager: _____
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$_____ Your Firm's Contract Amount\$_____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

ATTACHMENT B-2 (Continued)

3. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$ _____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

4. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$ _____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

5. Project Name: _____
Project Location: _____
Role on Project: Prime Subcontractor
Contract Amount: \$ _____ Completed: Mo/Yr: _____
Owner: _____
Owner's Current Phone Number: _____
Total Contract Value: \$ _____ Your Firm's Contract Amount\$ _____
Completed: Mo/Yr: _____
MBE Goal: _____ MBE Goal Attainment: _____
WBE Goal: _____ WBE Goal Attainment: _____

PUBLIC BUILDING COMMISSION OF CHICAGO

REQUEST FOR QUALIFICATIONS

FOR

SECURITY SYSTEM INTEGRATION SERVICES

FOR

OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

ATTACHMENT C - SCHEDULE OF HOURLY RATES FOR SERVICES

ATTACHMENT C - SCHEDULE OF HOURLY RATES IS TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Category A and B type projects. The hourly rates shall be fully loaded including but not limited to; direct labor costs, fringe benefits, indirect costs, administrative costs, overhead and profit. Hourly rates are subject to review and revision during the five (5) year contract period.

Task Item	Unit	Hourly Rates
Category A: Camera Infrastructure		
Project Management		
Project Manager	Per Hour	
Assistant Project Manager	Per Hour	
Clerical/Administrative Staff	Per Hour	
Design		
Video Architect	Per Hour	
Certified Network Engineer	Per Hour	
Network Technician	Per Hour	
IT Specialist I	Per Hour	
IT Specialist II	Per Hour	
IT Specialist III	Per Hour	
Installation Technician	Per Hour	
Architect	Per Hour	
Electrical Engineer	Per Hour	
Mechanical Engineer	Per Hour	
Civil Engineer	Per Hour	
Structural Engineer	Per Hour	
CAD Technician	Per Hour	
Construction / Installations	Per Hour	
Electrician – Apprentice – Straight Time	Per Hour	
Electrician – Apprentice – with Shift Differential	Per Hour	
Electrician – Apprentice – Time and One Half	Per Hour	
Electrician – Apprentice – Double Time	Per Hour	
Electrician – Journeyman – Straight Time	Per Hour	
Electrician Journeyman – with Shift Differential	Per Hour	
Electrician Journeyman – Time and One Half	Per Hour	
Electrician Journeyman – Double Time	Per Hour	

Electrician – Foreman – Straight Time	Per Hour	
Electrician Foreman – with Shift Differential	Per Hour	
Electrician Foreman – Time and One Half	Per Hour	
Electrician Foreman – Double Time	Per Hour	
Electrician –General Foreman – Straight Time	Per Hour	
Electrician General Foreman – with Shift Differential	Per Hour	
Electrician General Foreman – Time and One Half	Per Hour	
Electrician General Foreman – Double Time	Per Hour	
Construction Laborer	Per Hour	
Back Hoe Operator	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	

[Firm Name] _____ agrees to Services as detailed in the Section III- Nature of Service for the Hourly Rates indicated above.

Date: _____

(Signature)

(Printed Name and Title)

**ATTACHMENT D – LEGAL ACTIONS
REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836**

If the answer to any of the questions below is **YES**, provide a brief description or explanation on a separate sheet following this page.

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?

Yes _____, Explain. No _____

2. Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?

Yes _____, Explain. No _____

3. If the answer to the preceding question is "Yes", enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. \$_____

4. Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?

Yes _____, Explain. No _____

5. Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?

Yes _____, Explain. No _____

6. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?

Yes _____, Explain. No _____

7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?

Yes _____, Explain. No _____

8. Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?

Yes _____, Explain. No _____

9. Has the firm or venture ever failed to complete any work awarded to it?

Yes _____, Explain. No _____

ATTACHMENT E
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

a. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

b. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to certified WBEs.
- b. The Professional Service Provider must agree to use its best efforts to award a minimum of 25% of the contract dollar value of this Contract to certified MBEs and 5% of the contract value of this Contract to certified WBEs.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

c. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (a) (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (b) (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (c) (3) "Professional Service Contract" means a contract for professional services of any type.
 - (d) (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and

anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

- (e) (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
- (f) (6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
- (g) (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (h) (8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (i) (9) "Minority" means:
 - a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
 - b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.
- (j) (10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.
- (k) (11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.
- (l) (12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

d. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such

participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (a) (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (b) (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
- e. Submission of Proposals
 - a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (a) (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (b) (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (c) (3) Schedule C: Letter of Intent to Perform as a subconsultant, SubCompany, or Material Supplier,

Schedule C, executed by the MBE/WBE firm (or Joint Venture subconsultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

- (d) (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
- f. Evaluation of Compliance Proposals
 - a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
 - b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
 - c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE Staff or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- g. Request for Waiver
 - a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
 - b. Good Faith efforts to achieve participation include but are not limited to:
 - (a) (1) Attendance at the Pre-proposal conference;
 - (b) (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (c) (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-Staff;
 - (d) (4) Timely notification of specific sub-Staff to minority and woman assistance agencies and associations;
 - (e) (5) Description of direct negotiations with MBE and WBE firms for specific sub-Staff, including:

- i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
- (f) (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
- (g) (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
- (h) (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (i) (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
 - (a) (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (b) (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
- h. Failure To Achieve Goals
 - a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or her designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:
 - (a) (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (b) (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (c) (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.
 - (d) (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.
 - (e) (5) Making a portion of the work available to MBE or WBE subconsultant and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-Staff and suppliers, so as to facilitate meeting the goals.

- (f) (6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (g) (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (h) (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.
 - (i) (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (j) (10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director .
- i. Reporting and Record-Keeping Requirements
- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE subconsultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
 - b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
 - c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-Staff.
- j. Disqualification of MBE or WBE
- The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-Staff status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- a. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-Staff or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.
- k. Prohibition On Changes To MBE/WBE Commitments
- The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or

substitute such MBE or WBE sub-Staff without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

I. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (a) (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
 - (b) (2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its proposal; or h) decertification of the subconsultant as MBE or WBE.
 - (3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (c) The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.
 - (d) (4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
 - (e) (5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-Staff becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director 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 Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

m. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

n. Severability

If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

- 1. Name of joint venture _____
- 2. Address of joint venture _____

- 3. Phone number of joint venture _____
- 4. Identify the firms that comprise the joint venture

- A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

- 5. Nature of joint venture's business

- 6. Provide a copy of the joint venture agreement.

- 7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

- 8. Specify as to:

- A. Profit and loss sharing _____%

- B. Capital contributions, including equipment _____%

- C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

- D. Describe any loan agreements between joint venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

A. Purchasing of major items or supplies

B. Supervision of field operations

C. Supervision of office personnel

D. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

E. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture.

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR 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 BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. 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 of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Company if the joint venture is a subconsultant.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

If MBE/WBE subCompany will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subCompany's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Title
and duly authorized representative of

Name of Professional Service Provider
whose address is

in the City of _____, State of _____

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Company for the Project.

Name of MBE/WBE Company	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(2 of 2)

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone/FAX

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(2 of 2)

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 ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

On this _____ day of _____ 20 _____,

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

In witness thereof, I hereunto set my hand and official seal.

Notary Public
Commission Expires _____

(Seal)

**REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836
ATTACHMENT F – INSURANCE REQUIREMENTS**

The Respondent must provide and maintain at Respondent's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Respondent returns to perform additional work regarding warranties or for any other purpose.

INSURANCE TO BE PROVIDED

F.1 Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Kotecki endorsement specifically insuring the Respondent's obligations pursuant to waiver of its Kotecki rights. Long Shore and Harbor Workers coverage must be included if applicable.

F.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence, with per project aggregate, insuring claims for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of two (2) years following project completion), explosion, collapse, underground hazards, separation of insured, defense outside the limit of liability, and contractual liability, with no limitation endorsement. The Public Building Commission, the City of Chicago, and the property owner designated in the scope of work must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractor performing work for Respondent must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

F.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the City of Chicago, and the property owner designated in the scope of work must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

F.4 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, the City of Chicago, and the property owner designated in the scope of work must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

F.5 Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

F.6 Technology Errors & Omissions

Technology Errors and Omissions insurance coverage in the amount of not less than \$5,000,000 covering contractor and its employees issued by a responsible insurance company reasonably acceptable to Public Building Commission. If insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of this contract.

Subcontractors performing work for Respondent must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

F.7 Builders Risk/Installation Floater

When Respondent undertakes any construction, including improvements, betterments, and/or repairs, the Respondent must provide All Risk Builders Risk Insurance or installation floater at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water damage including overflow, leakage, sewer backup, or seepage, debris removal, scaffolding, false work, fences, temporary structures, damage from faulty workmanship or materials, and coverage for equipment stored off site or in transit. The Building Commission, City of Chicago and the property owner designated in the scope of work must be named as loss payees. .

The Respondent is responsible for all loss or damage to Public Building Commission of Chicago, City of Chicago and the property owner designated in the scope of work property at full replacement cost. The Respondent is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Respondent.

F.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Respondent must provide, with respect to the operations that Respondent or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

B. ADDITIONAL REQUIREMENTS

Respondent must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on

the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Respondent must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Respondent is not a waiver by the Commission of any requirements for the Respondent to obtain and maintain the specified insurance. The Respondent will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

The Commission reserves the right to obtain copies of insurance policies and records from the Respondent and/or its subcontractors at any time upon written request.

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

The Respondent waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission, City of Chicago, and the property owner designated in the scope of work and their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Respondent in no way limit the Respondent's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, City of Chicago and the property owner designated in the scope of work will not contribute with insurance provided by the Respondent under the Contract.

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

If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Respondent or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

REQUEST FOR QUALIFICATIONS
 FOR
 SECURITY SYSTEM INTEGRATION SERVICES
 FOR
 OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

ATTACHMENT G

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Company" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Company has retained or expects to retain with respect to the contract. In particular, the Company must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Company is not required to disclose employees who are paid solely through the Company's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Company hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 Description or goods or services to be provided under Contract: _____

2. Name of Company: _____
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Company with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

4. The Company understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Company's participation in the contract or other transactions with the Commission.
- b. If the Company is uncertain whether a disclosure is required, the Company must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Company waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Company and that the information disclosed herein is true and complete.

Signature

Date

Name (Type or Print)

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

REQUEST FOR QUALIFICATIONS
FOR
SECURITY SYSTEM INTEGRATION SERVICES
FOR
OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

ATTACHMENT H

TERMS AND CONDITIONS

1. Definitions. The following phrases have the same meanings for purposes of this Agreement.
 - a. **Agreement** means this professional services agreement for environmental consulting services, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
 - b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated Company or Staff, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
 - c. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications thereto.
 - d. **Company** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
 - e. **Key Personnel** means those job titles and persons as identified in those positions as identified in Company's proposal and accepted by the Commission.
 - f. **Project** means the construction and/or improvement of the facility or facilities specified in this Agreement.
 - g. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Company to provide the Services required by the Commission under this agreement.
 - h. **Subconsultant** means a firm hired by the Company to perform professional services related to the construction and/or improvement of the Project.
 - i. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Company, including technical typists assigned to the Project, exclusive of general office employees.
 - j. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.
2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Company acknowledges and agrees that Company is familiar with the contents of each of such documents and will comply fully with all applicable

portions thereof in performing the Services.

- a. Project Documents. The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this Agreement (the "Project Documents").
- b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

3. Engagement and Standards for Performing Services.

- a. Engagement. The Commission hereby engages the Company, and the Company hereby accepts such engagement, to provide the Services described in this agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Company.
- b. Performance Standard. The Company represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing security system integration professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Company identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Company shall promptly provide notice to the Commission. The Company further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained and licensed (as applicable) employees necessary for the Company to perform the Services in the manner required by the Agreement.

Inasmuch as Company will be performing engineering and/or design services, Company acknowledges and agrees that Company is liable for any and all of its errors and omissions that may be found in the documents that are required for the implementation of the Project.

- c. Company's Personnel. Company 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, if required by law. Company must maintain current copies of any such licenses and provide these copies upon request by the Commission. Company remains responsible for the professional and technical accuracy of all Services furnished, whether by the Company or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- d. Confidentiality. Company acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Company must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Company must at all times act in the best interests of the Commission and User Agency consistent with Company's professional obligations assumed by Company in entering into this Agreement. Company promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Company must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.
- e. Independent Contractor. In performing the Services under this Agreement, Company shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Company is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

- f. Limitations on Sub-Staff. Company must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- g. Failure to Meet Performance Standard. If the Company fails to comply with its obligations under the standards of the Agreement, the Company must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Company of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Company, either under the Agreement, at law or in equity.
- h. Changes to the Services. The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Company to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Company, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

4. Duties and Obligations of Company

- a. Nondiscrimination. The Company agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Company will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
- b. Employment Procedures, Preferences and Compliances. Salaries of employees of Company performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Company shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Company, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Company to the respective employees to whom they are due.
- c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Company agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning

compliance with such Resolution as may be requested by the Commission from time to time.

- d. Delays. The Company agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Company to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- e. Records. The Company shall maintain accurate and complete records of expenditures, costs and time incurred by Company in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Company's offices upon reasonable notice during normal business hours. Company shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- f. Time of Essence. The Company acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Company agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Company under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Company as a result of the Company's engagement hereunder.
- g. Compliance with Laws. In performing its engagement under this Agreement, the Company shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.
- h. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Company may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Company agrees to cause such meetings to be attended by appropriate personnel of the Company engaged in performing or knowledgeable of the Services.
- i. Defects in Project. The Company shall notify the Commission immediately in the event the Company obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

5. Term.

- a. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the completion date specified in such Request for Services. The Commission and the Company may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Company at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Company hereunder with respect to all or any part of the Services, by written notice given to the Company at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Company from liability for the performance of any obligation of the Company under this Agreement performed or to have been performed by the Company on or

before the effective date of termination or suspension. Provided the Company is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Company, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Company for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Company for any loss, cost or damage which the Company or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Company for actual expenses approved by the Commission.

- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Company, or if the Commission fails to make any payment or perform any other obligation hereunder, the Company shall have the right to terminate this agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Company for periods up to the effective date of termination.
6. Compensation of Company; Reimbursement for Expenses. The Commission shall compensate the Company for the Services in the manner set forth in Schedule C. In addition, the Commission shall, upon submission of detailed invoices by the Company, no more frequently than once every 30 days, and approval by the Commission of those invoices, reimburse the Company for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such in this agreements to this Agreement.
 7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Company, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
 - a. Information. The Commission shall provide the Company all reasonably requested information concerning the Commission's requirements for the Project and the Services.
 - b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Company and render decisions pertaining thereto with reasonable promptness.
 - c. Site Data. To the extent the Commission determines to be necessary for the Company to perform the Services, the Commission may furnish, or may authorize the Company to obtain from a company or companies approved by the Commission as Reimbursable Expenses: (i) a certified survey of the site or sites; (ii) information concerning locations, dimensions and data pertaining to existing buildings and other improvements; (iii) title information; (iv) information concerning available service and utility lines; and (v) results of test borings and other information concerning subsoil conditions.
 - d. Tests and Reports. To the extent required for the Company to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports; however, the Commission may authorize the Company to procure such tests and reports from Sub-Staff, which must be approved by the Commission. The costs of such Sub-Staff shall be payable as Reimbursable Expenses.
 - e. Legal, Auditing and other Services. The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments shall not include legal or auditing

expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Company.

- f. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. Ownership of Documents. All documents, data, studies and reports prepared by the Company or any party engaged by the Company, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights.
 - h. Audits. The Commission shall have the right to audit the books of the Company on all subjects relating to the Project and/or the Services.
8. Indemnification of Commission. The Company hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Company or any person employed by the Company to the maximum extent permitted by applicable law.
9. Insurance to be Maintained by Company. The Company shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Company, insurance coverage as set forth in Attachment F of this agreement / proposal.
10. Default.
- a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Company duly to observe or perform any obligation or agreement on the part of the Company contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Company by the Commission;
 - ii. Failure of Company to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Company set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

The Company becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

iv. There shall be commenced any proceeding against the Company seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Company's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Company's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Company, in which event the Commission shall have no further obligations hereunder or liability to the Company except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Company in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Company and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Company will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Company that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Company must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Company will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Company under this

Agreement are confidential, and the Company agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Company shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

13. Assignment. The Company acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Company and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Company, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Company.
14. Personnel. The Company further acknowledges that the Company has represented to the Commission the availability of certain members of the Company's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Company shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Company's staff, to the Project.
15. Relationship of Parties. The relationship of the Company to the Commission hereunder is that of an independent contractor, and the Company, except to the extent expressly provided to the contrary in this agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.
16. Miscellaneous.
 - a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Company under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Company is not in default of any obligation of the Company hereunder, the Commission shall pay to the Company, according to the terms hereof, all compensation and reimbursements due to the Company for periods up to the effective date of suspension.
 - d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Company at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Company may, from time to time, change the address to which notices hereunder shall be

sent by giving notice to the other party in the manner provided in this subparagraph.

- g. Reimbursable Expenses. Reimbursable expenses includes those actual expenditures, as identified in Schedule D to this Agreement, which are made by the Company and payable by the Commission.
- h. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- i. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- j. Company's Authority. Execution of this Agreement by the Company is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Company have been made with complete and full authority to commit the Company to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

EXHIBIT 1

Overview of the Existing Surveillance System

Introduction

The technical section of this document is composed of the following subsections:

- Existing Surveillance Systems
- Next Generation Surveillance Approach
- Project Initiatives

The objective of this RFQ is to identify a qualified vendor(s) to build the next generation of surveillance system. Tasks will be implemented in a matrix manner (build more network, add more servers and install more cameras) as the funds are available each year over the five year life of this project.

Existing Surveillance Systems

The Need for Video Surveillance

The current system provides video functionality to support the 911 system and investigations being conducted by the Chicago Police Department (CPD). The current systems support a range of cameras and related systems that support the missions of the Office of Emergency Management and Communications and CPD. Two different needs exist for video surveillance systems within the City of Chicago. The needs of OEMC are more static, with ties into other systems that provide location specific surveillance around the Chicago Loop and with links to systems in other organizations. Examples include links to the CTA and McCormick Place surveillance systems. Each of these systems has local security organizations, but provides OEMC access should an incident occur. In comparison, CPD needs movable cameras that can follow the movement of crime in the City.

OEMC

The OEMC video network is largely a fixed-camera network that monitors points in the city. Some of these points include the airports and other transportation facilities, locations around the Chicago Loop, the lake front and other key points of interest. Additional links exist between the OEMC and other compatible surveillance systems at the Chicago Schools, other Chicago departments and partner agencies. OEMC is monitoring high traffic areas, venues for events, evacuation routes and transportation systems.

Chicago Police Department

The goal of surveillance within CPD involves its use to disrupt open air drug markets, react to criminal activity, act as a deterrent to crime, and enforce laws. In practice, CPD uses a variety of systems based on the PODSS (Portable Overt Digital Surveillance System) equipment to provide overt, covert and mobile surveillance throughout the community.

CPD moves the PODSS equipment to meet the needs of the situation. Some of the uses include:

- Fixed location to meet the needs of the community.
- A slow movement of a device around the community to follow crime patterns.
- Mobile systems, usually with License Plate Recognition, for enforcement of laws.

The non-mobile PODSS are equipped with a wireless link to allow network access by an officer to support the objective of the mission. Mobile PODSS are loaded with data each day, such as license plate data, before the movement of the device through the city.

Current Hardware, Software and Network Equipment.

The current OEMC equipment platform is based on IBM servers and storage with the backbone network based on Cisco firewalls and DWDM equipment. Two centers exist for servers, the main OEMC facility and the 311 facility. The network supports both centers in a manner that allows video data to be written to the servers at both locations to provide redundancy.

Video data from a variety of sources are recorded by the OEMC. Links are in place to record the video data from the approximately seven hundred linked PODSS systems throughout the City of Chicago and three hundred fifty cameras in the Chicago Loop area. Additional links are being placed to link the CTA and Chicago Schools camera systems.

The video from the cameras around the Chicago Loop are transported by a main DWDM-based Physical ring for redundancy. The logical network configuration is a series of point-to-point Gigabit speed Ethernet links. Although the current Cisco product used to support this network was introduced in 1999, it appears to provide the capacity and features found in the most current products from other manufacturers of DWDM equipment.

Existing Network.

The backbone networks developed by the OEMC and the Chicago Police Department have a configuration that provides redundancy while controlling access. The networks provide the following functions:

1. Support connectivity to video cameras.
2. Provide access to the CPD-based PODSS for both organizations.

Figure 1 illustrates the general topology for the networks supporting the two organizations.

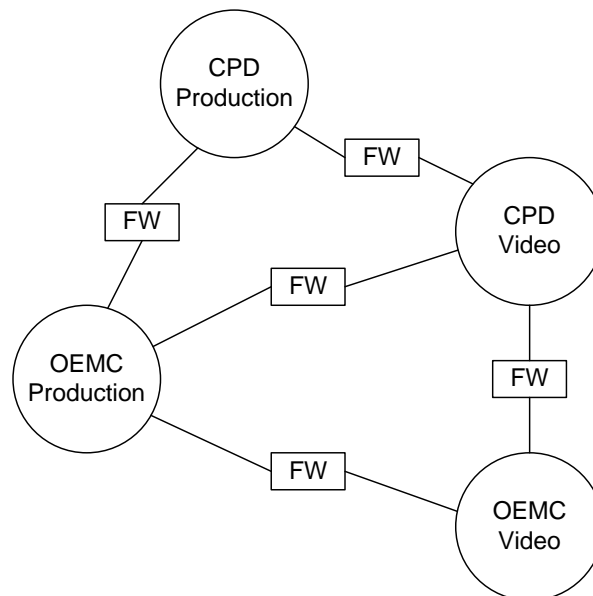


Figure 1

The networks are segmented in a manner that allows modification of the video oriented networks without impacted the networks used to support the 311 and 911 functions at OEMC or the Police Administrative network. Video oriented traffic is transported on the video segments of the network while viewing of the video images are viewed and recorded on the production networks. Much of the detail of this network was considered classified and was not allowed to become part of this report.

OEMC Network

The OEMC network is composed of DWDM controllers that transport video around the Chicago Loop area. This network transport moves video information from cameras or other Genetec based surveillance system, to the OEMC facility. The network has a physical ring architecture with Gigabit Ethernet links that are configured in a logical star. The ring approach provides a redundancy capability should a fiber optic link fail.

A Cisco ONS15454 unit has been placed at six locations throughout the business district. The specific locations and related fiber resources are confidential. The details of the exact network configuration will be disclosed under a procedure found in another section of the RFQ document.

The total data traffic for the gigabit links between each of the facilities can be quantified by the following graphic, Figure 2, below:

Interface	OEMC		BCF	
	In (Mbps)	Out (Mbps)	In (Mbps)	Out (Mbps)
G 1/1	88	177	32	4
G 1/2	58	133	56	38
G 1/3	76	230	51	34
G 1/4	60	217	43	35
G 1/5	62	170	34	2

Figure 2

This analysis shows this network has substantial expansion capacity available with only five Gigabit Ethernet links currently in use in the system. Each of these links should be able to support eight hundred megabits of traffic before network expansion needs to be planned.

Each of the links between the video and production networks goes through a firewall with substantial available capacity. OEMC is using the Cisco ASA firewalls that have the processing capacity to support the higher speeds of Gigabit-based networks. As the firewall devices are newer they should be able to have sufficient capacity for some future growth.

CPD Network

The Police video network has been designed with the tactical objective of providing links to cameras in the neighborhoods. The network has grown in an incremental manner over a period of years to support the existing camera loads around the network. All network signaling appears to be mostly baseband in nature and, in some cases, shared with other functions or agencies. In most cases, the most bandwidth restrictive part of the network currently appears to be the wireless at the edges of the network that provide the last link to the cameras. The existing edge system can only support approximately eight camera devices.

A firewall is in place between the video and production networks and is reported to be running at capacity most days. The firewalls are the older Cisco models and only support one hundred megabit per second full duplex speeds.

Fiber optic resources have been identified that are owned or available to government agencies within the City. These resources are owned by:

1. OEMC
2. CTA
3. CDOT
4. RCN (two fibers)
5. ComEd (two Fibers)

Using these fibers is an exercise in gathering information on the type of fiber, the location of the cable(s) and available access points. Each organization maintains its own records and dictates access requirements. The data on this public resource must be consolidated in some manner. One suggestion is the formation of a Fiber Optic Committee that can work together on the implementation of City projects, although this has yet to occur. An overview of the fiber available for this project is confidential. The details of the approximate fiber optic locations will be disclosed under a procedure found in another section of the RFQ document.

Wireless Networks

The wireless networks are mostly used as an edge connectivity tool in the CPD Video network and as a connectivity tool between the PODSS and the fiber optic backbone. The OEMC has some wireless connectivity that serve the same function in selected areas of their network where direct fiber links are not economically feasible.

In the CPD Video network, a combination of radios from Motorola, Wave Wireless (SpeedLAN 9100) and FireTide are used to

provide links to cameras. The Motorola radios provide the point-to-point links between the fiber nodes, or main City facilities, to areas with a concentration of cameras. The Wave Wireless and FireTide radios provide a mesh topology to link cameras at the edges of the network. The radio systems at the edge provide the capability for the police to establish a new PODSS camera location with the only network requirement being line of sight path to an existing PODSS location that has access to the network.

The existing wireless network is based mainly upon the almost seven hundred SpeedLAN links that are operating in the 4.9 GHz and 5.8 GHz frequency bands. At this time, most of the SpeedLAN links are not being expanded; rather new links are being based on the FireTide product set. The FireTide radios provide the same mesh capability with the ability of providing more bandwidth, almost seventy megabits in bonded mode.

Figure 3 illustrates the typical types of connectivity found at the edges of the video networks.

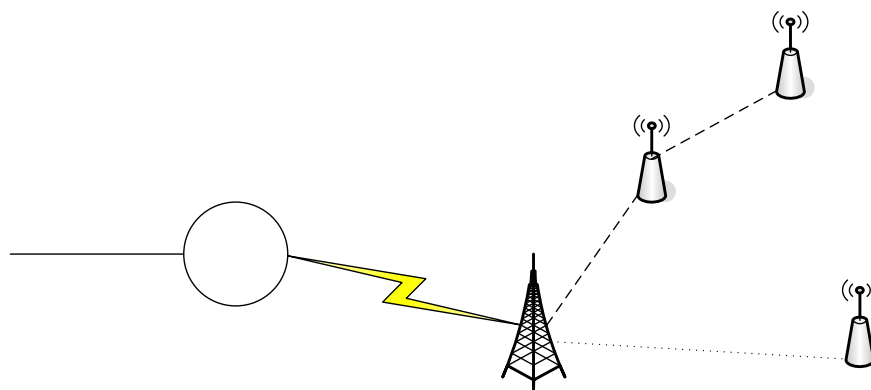


Figure 3

Surveillance Camera Infrastructure

The surveillance infrastructure continues to evolve over time. Over the past five years the following has been accomplished:

1. The 350 camera system covering the downtown area has been completed.
2. Links have been put in place to cover key facilities around the loop.
3. Links have connected OEMC to transportation facilities.
4. Software and hardware approaches have been developed to provide links to non-Genetec surveillance systems.
5. A parallel fiber and wireless network has evolved to support the PODSS cameras in 800 locations around the City.
6. Two archiving locations have been established to store recorded information from the cameras.

As indicated in other sections, the overall network is functional, but some segments have grown in response to the tactical needs of the organization. At the edges of the network, the wireless links are obsolete (SpeedLAN 9100 product) and provide an insufficient amount of bandwidth. The fiber-based section of the network is more bandwidth-rich, but areas beyond the downtown loop area need a strategic plan and the platforms to expand the bandwidth capabilities similar to that supporting the loop area.

Data redundancy needs to be improved to provide a data recovery capability. The two existing archiving systems at the 311 and 911 facilities are less than two street miles apart. Another archiving location needs to be established beyond a possible fifteen mile disaster zone.

PODSS

The PODSS cameras take a variety of basic forms, with some versions shown below in Figure 4. Complete technical details on these devices can be found at the PODSS website, www.podss.net. The device on the left is an armored box with the camera dome on the bottom. In some cases, the PODSS device is augmented with a nearby E-box that houses network equipment.



Figure 4

The PODSS product is an attempt to bring some standardization to the placement of remote surveillance cameras. The system provides the necessary infrastructure where a camera cannot be attached to a building and is pole oriented. As the PODSS systems have evolved to meet the needs of the user community in the past, the system must continue to evolve and provide support as new technologies are added to provide additional capabilities.

E-Box Strategy

The E-box, and other variations include M-box and L-box, is the primary interface housing between the camera, or other alarm or data source, and the transport network that carries data back to the OEMC based systems.

E-box housing currently supports the following functionality:

1. Active fiber terminations and spare fiber for the network links. The typical installation terminates two fibers for video network link with four additional fibers that are un-terminated at the E-box end, but have continuity and have been tested back to the local point-of-presence. These four fibers will be used for expansion of the network or to replace a failed fiber.
2. A power conditioning device.
3. A network switch or fiber transceiver. The typical configuration is an 8 port Ethernet switch with integral fiber transceiver.
4. A single port Bosch or Verint camera encoder. For example, the Bosch encoder digitizes the video feed and has some built-in video analytics that can be activated through software key.
5. The L-Pod enclosure is an alternative that is configured with mesh radio system in addition to camera system. The new Lower Wacker Drive installation uses L-Pod with FireTide mesh radio for backhaul to a fiber node.

Figure 5, below, shows a typical E-box configuration.

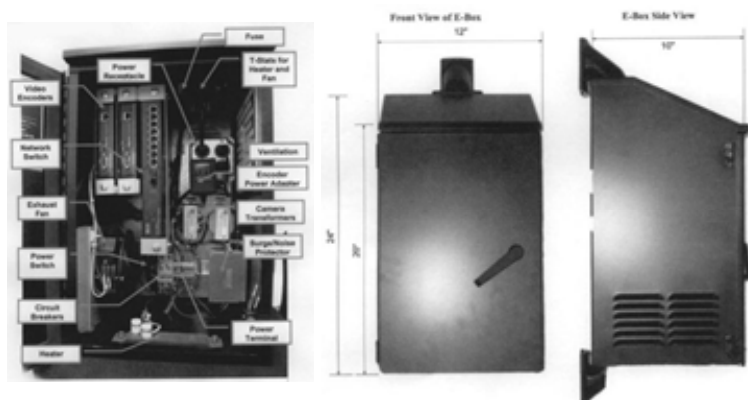


Figure 5

The current E-box is UL listed in its present configuration. Changes to the box will require recertification through UL to meet the City of Chicago Electrical Code. However, the current E-box configuration does not offer significant space for any additional hardware devices. OEMC would like to transition the functionality of the current E-box to the traffic controller enclosures. This

will allow repurposing of the E-box for sensor arrays or ancillary alarm functions. Another advantage of the traffic enclosure is they currently have UPS support for the equipment located within the enclosure.

The use of the E-box for sensor arrays is limited. Sensor arrays, such as those for gunshot and some types of CBNR detection, cannot be located in the E-box as optimal placement will need to be located higher on buildings or in open areas. These locations are currently not where an E-box is located.

For future applications, OEMC has stated they must have an overwhelming business reason to place a UPS system with the E-box. Experience indicates the UPS decreases the reliability of the location because of UPS related system failures, increases the cost per location for maintenance and requires periodic replacement of battery components. The E-box installations, when used with the current power conditioners, have lower equipment failure rates caused by power problems than comparable PODSS with UPS systems installed. This follows our experience with UPS systems. Systems that need high uptime must have two parallel power supplies, one linked to commercial power and the other supported by the UPS.

Storage Servers and Systems

The archiving server resources are distributed between two buildings, the 911 facility at 1411 West Madison Street and the 311 facility located at 2111 West Lexington. Data from the surveillance cameras are mirrored to both systems for archiving. Cameras can also be viewed in real-time at both centers as they support two independent multicast data streams.

The IBM servers are composed of two generations of hardware. The first generation of server was rack mounted servers that required approximately 2U of cabinet space. These servers were attached to a disk farm that is composed of RAID 5 disk arrays linked to the servers using a fibre channel connection. The current generation of hardware is based on blade servers with RAID 5 disk arrays. The newer disk arrays are attached to the servers using a SATA-based interface link.

Each archive server is licensed for 200 cameras. Current allocation averages 144 active cameras with 106 archiving cameras per server.

The average CPU and memory utilization for a typical server is shown in the following graphic, Figure 6:

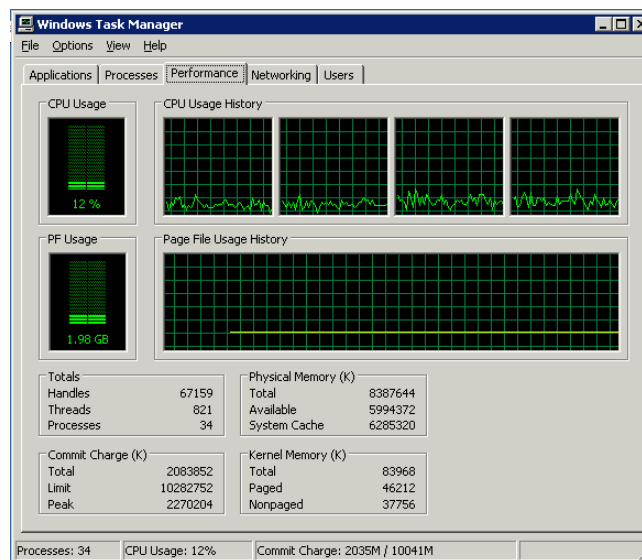


Figure 6

The disk farm currently provides about 90 terabytes of storage with the disk array being composed of two types of individual disks, 360 GB disks in the older arrays and 1 TB disks in the newer arrays. Disk storage consumption per camera is an average of 5.23 GB per camera per day, which comes out to an average of 16.4 TB for the 30 day recording period.

Each blade server and rack-based server is estimated to have a maximum capacity to support approximately 200 recorded

cameras. Beyond this number of cameras additional resources will need to be provided.

The current equipment can be expected to increase in performance while slowly decreasing in cost. The biggest barrier to growth of the archiving servers is the physical space available within the OEMC facility. The lack of space can be accommodated by using high-speed fiber optic link to distribute the equipment to multiple locations. This same approach can provide the benefit of offsite storage of OEMC data beyond the downtown area. A logical choice would be the O'Hare Airport facility, as a fiber optic link currently exists between the OEMC and the airport. Further away, a link into the Illinois Toll Authority fiber optic system would allow equipment to be placed as far away as Rock Falls or Rockford.

Surveillance System Software

The current surveillance product set is Omnicast from Genetec (<http://www.genetec.com/English/Pages/default.aspx>). This software provides support for IP-based video surveillance cameras for real time display and archive recording of video surveillance data. The Omnicast product includes all of the video resources and file management structure necessary for a video surveillance system. The archiving hardware platform is running on IBM based servers using Microsoft Windows 2003 Standard edition as the operating system. The archiving system supports approximately 350 active, recorded cameras along with federation links to other organization's compatible systems. Many of the federated systems are links that connect to other Genetec-based surveillance systems covering facilities within the City of Chicago.

Two additional separate applications are used, including AutoView, the license plate recognition software, and Synergis, the system security application. These applications must be run on a separate application server from the Omnicast product.

The current Genetec system can easily support up to fifty thousand cameras or video from other data sources. There are some clients that already support seventy thousand cameras that are accessible, or viewable, through a single Omnicast platform. The next generation release is suggested to extend this capability to more than one million cameras. This type of deployment assumes the system has the processing capability, storage capacity and network resources necessary to support this type of viewing environment.

The Security Center application will typically support up to three thousand cameras on a single Genetec integrated video server for management, storage and retrieval activities. At this time we have no metrics on the number of cameras that can be supported on the existing IBM server platforms.

Genetec has written application interface packages for some third party platforms that allow OEMC the ability for elegant access and display of video information stored in other video surveillance systems. The most recent application package was written for the March Networks surveillance system being used by Chicago City Colleges. Additional native mode "federation" projects are anticipated, but the cost for development will be a significant factor so each system will be evaluated individually.

Genetec has written the interface software to allow Blackberry devices to access and display video information from the Omnicast system. The next platform that is planned for development is the I-Phone application, with no firm release date for this software currently available.

EXHIBIT 2

Next Generation Surveillance Approach

Next Generation Surveillance Approach

The Chicago Office of Emergency Management and Communications, OEMC, is moving to enlarge and enhance their existing video surveillance system. The enhanced system will be expanded by implementing the following systems over the next five years:

- Increasing the number and capabilities of cameras and PODSS devices throughout the City.
- Localizing the coverage of the wireless networks to the edges of the fiber optic system to provide bandwidth necessary to support additional cameras.
- Adding new functions such as WiFi hotspots for our officers and command staff.
- Build a DWDM based fiber optic network to expand the capacity of the existing OEMC network throughout the City of Chicago.

The expanded network is anticipated to be a bandwidth rich environment that will build on the existing fiber infrastructure in the City. This network will allow the distribution of resources throughout various locations around the City, providing redundancy and survivability in the system. Wireless links in the network will be pushed to the edge of the fiber optic system to support the transmission of video, two way data access, to gather sensor data and support alarms from the enhanced cameras and PODSS systems.

Building on this network infrastructure will be expanded system capabilities such as:

- Support backhaul capabilities for aerial surveillance.
- Provide links for the emerging CBRN-E oriented sensor technology platforms.
- Serve as an access point for remote command capability.
- Provide transport for links to other public and non-public surveillance systems.
- Serve as a platform for future technologies.

Not all functions will be supported by the private City network. There is still a need to have links into the public networks to support enhanced information from users calling into E911 and 311. In the future, the user community must be able to submit text, photo and movie data as an adjunct to their call for assistance. Public-based, lower bandwidth, metropolitan-area-oriented data links for portable clients used by the police officers may be required regionally to support the role of law enforcement.

The City has established some architectural standards during the creation of the current surveillance system. Some of these standards include:

- IBM servers and storage arrays support the video archive process.
- Genetec Omnicast is the surveillance software platform.
- AvrioRMS PODSS camera systems are deployed in the neighborhoods.
- Bosch encoders are used to support analog camera links.
- Cisco Systems provides the network infrastructure.
- Firetide is the current mesh wireless provider.

Moving to a different hardware or software platform may occur if there is a sound technical and financial reason to make a change in direction. A change in direction must look beyond the technology of the product to consider integration with the existing system and cost of maintenance over the life of the product.

Video Surveillance Requirements Summary

The City of Chicago is using video surveillance and related technologies to improve the law enforcement capability throughout the community. The initial OVS and PODSS programs have been successful at providing law enforcement with real time video data during law enforcement incidents. The City is moving in a phased manner to expand and enhance both the reach and capability of the existing systems. These enhancements are planned in the following areas:

1. Improve our wireless networks to provide additional bandwidth at the edges of our network to support additional functionality in the local area.

2. Expand the current DWDM-based backbone network throughout the City to provide the bandwidth to support additional cameras with enhanced capabilities. This capacity will be used to distribute our servers throughout the City to provide enhanced reliability.
3. Test technologies that enhance our capabilities to interact with the user community to accept additional detail from the cellphone, using technology platforms such as SMS, MMS and future technologies developed by the cellular providers.
4. Continue to enhance the capabilities of our camera systems towards a "smart camera" platform that reacts and provides alarms based on pattern recognition of sound and video data. This platform is being considered to serve a future use as a connection point for new technologies such as sensors and recording weather data.
5. Examine and test new technologies for the future to enhance the security and functionality of the system. Technologies such as single sign-on, Wi-Fi hotspots and mobile connectivity will be tested to determine their applicability to the law enforcement mission.

Our estimate for this project is that seventy-five percent of the effort will be in the area of construction of the fiber optic network with the remaining twenty-five percent toward the implementation of enhancement to our existing technology platforms.

Public to OEMC Links

Over the past five years the number of 911 and 311 call from cellphones has grown from 5% of call volume to almost 60% of the total calls. The OEMC wishes to enhance the calling capability beyond voice-based traffic to support the submission of information by text (SMS) or multimedia (MMS) to allow the submission of phone and movie information.

Two approaches have been reviewed during our survey:

1. An Email approach. This approach requires the user to call 911 to submit an emergency. They will be given a onetime Email address to be used to submit additional information. The Emailed information will be scanned for threats and then forwarded to the 911 operator for further action.
2. Direct SMS and MMS. This would establish an SMS and MMS address similar to the 911 number used on the telephone. The message would go to a dedicated server with scanning for threats. The message would then be passed to the operator for action.

The Email approach is workable from a technical perspective. However, not all users have Email support on their cellphones. All cellphones have SMS and MMS support. However, a dedicated address would need to be established similar to the manner that 911 and 311 were established with the associated rule sets governing the use of this function.

OEMC is supporting the demonstration of technologies that can be used to support enhanced access to emergency services using the enhanced features supported by the cellular system. 911 systems in the country are doing SMS tests and have found the approach creates some interesting situations. The Black Hawk County 911¹ board has implemented SMS to support hearing impaired users. Their test indicates use of SMS is not without problems such as 911 operators needing to understand the SMS lingo used to fit messages within the 160 character limit and time delays in delivering the messages as the cellular operator does not have any priority scheme.

Security is also a concern when SMS and MMS messages are supported². Some of the known problems include:

1. Flooding where large numbers of messages are sent to clog the system or be a nuisance.
2. SMS spoofing where the text source address is forged.
3. Swatting is attempts to get emergency response teams deployed to a bogus emergency.

These are but a few of the issues that need to be identified and resolved during the test process.

Next Generation Surveillance Approach

The current surveillance system provides video feeds from a variety of sources that are viewed in real time and recorded on archiving servers. Analytics have been implemented to perform some basic functions such as tripwires, boundary areas, and

¹ http://www.hearingloss.org/advocacy/pdfs/iowa911_texting_a_success.pdf

² <http://voipsa.org/blog/2009/08/07/first-911-center-to-support-sms/>

package left behind as examples. The next generation surveillance system will need to build on these analytics to provide additional functionality to create alerts triggered by patterns of activities or other sensors.

The next generation surveillance system must have analytics that can generate an alert when an event that is being performed is unusual or indicative of an illegal act. Alerts will be created by local analytics, a local smart camera function, which is continuously searching for a set of events, or patterns of activity, and creates an alert to the remote operator. Some examples of these events could include:

- A set of motion based sequences such as a person crossing a lane of an expressway or stepping on and off the curb repeatedly to approach a nearby vehicle.
- The characteristic sounds of gunshots, auto accidents or voice levels and frequencies indicative of a conflict or an emergency situation.
- Create an alarm when a person is performing unauthorized actions such as tampering with rail tracks, falling on the rail tracks or spray painting a wall.

This surveillance system must be able to function in both a fixed and moveable configuration and contain a variety of field installable uplink interfaces. The system is envisioned to be composed of one or more high resolution cameras, sensors and a smart node function. The smart node will be capable of a range of functions such as:

1. Determining internal failures.
2. Storing video and sensor data locally for a period of time.
3. Periodically archiving local data to one or more distributed archiving servers.
4. Analyzing the data for patterns to create alerts for the remote operator.
5. Have interface plug-ins for fiber optic links, Wi-Fi, mesh wireless and cellular wireless.
6. Be capable of link or application level encryption.
7. Participate in a granular distributed security scheme.
8. Upload capability to allow the addition or enabling of specialized features like LPR.

Over time the technologies that are expensive, such as gunshot detection, will become common and are anticipated to become more cost effective so they may be part of the standard camera platform. Future camera platforms need to be standardized so features can be added, such as adding a module, or just turned on as there is a need for a service. Cameras are decreasing in cost providing the opportunity to use multiple and higher resolution cameras to enhance the viewing area covered by a camera platform.

Camera Link Technologies

The current edge links between the fiber optic network and the remote camera depends on a wireless link over the last mile. The wireless network allows the placement of cameras into areas that do not have a fiber optic link available. The use of mesh radios at the very edge of the network allows the cameras to be moved around the neighborhood to follow the movement of criminal activity. In a number of areas, segments of the camera system have a wireless network as the end-to-end connection strategy. This approach has limited the number of cameras that can be supported in a local area to a typical number of eight with video running at a limited frame rate rather than full motion.

Maintainability is also a problem. Three types of radios are used to provide the links to the cameras, Motorola for the point-to-point links, and both SpeedLAN and FireTide for the end mesh connections. The SpeedLAN radios are obsolete, but exist in great numbers throughout the City and provide reliable service with modest bandwidth. These radios could be redeployed to areas that have a small number of cameras and replaced as they fail and as money is available. The future plan requires the number of radios be reduced to two, one where point-to-point links is required and one to provide a mesh oriented connection.

From an architecture perspective, the City has planned to move with FireTide for their next generation mesh radio. This radio is projected to provide up to 300 Mbps of point-to-point bandwidth along with the capability to provide local Wi-Fi support in the area around each radio's location.

The current point-to-point radios are currently a half duplex system as video traffic is predominately from the cameras toward one or more centralized locations. Enhancement to the edge devices on the network may change to the pattern of traffic on this network to be more symmetrical. The placement of Wi-Fi at each mesh radio location to support links for officers and command vehicles will create periodic requirements for two way, full duplex, traffic support. Future applications will likely need to support voice, video and data oriented applications equally across the network. As with the mesh radios, the existing Motorola units provide reliable operation, are reasonable in price and provide moderate, 150-300 Mbps, bandwidth. A migration plan to full duplex radios could see the Motorola radios migrate to lower use areas or replaced as they fail.

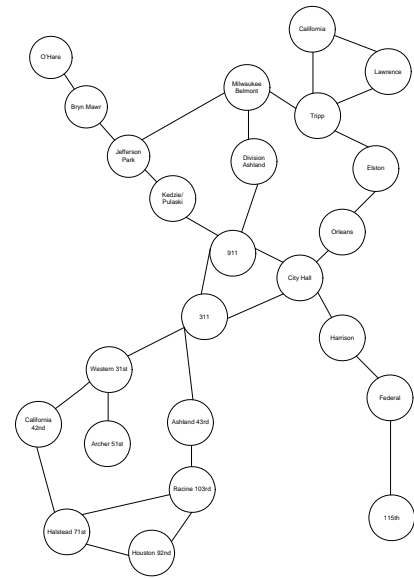
Next Generation Network

The next generation network will be a backbone system using DWDM and CWDM technology to build upon the existing fiber infrastructure running throughout the City of Chicago. The DWDM platforms will have a nodal architecture; see a larger detailed drawing in Appendix 2, with each node located at a public building near the routes of the existing fiber optic system.

Links between the DWDM nodes must be redundant if there is an available fiber optic resource. The design of the system must allow for spare capacity, or lambdas, in the system to allow the rerouting of traffic through the redundant paths should a fiber optic cable be cut or interface modules fail. The assumption here is that all paths are always active with some traffic to guarantee operability.

The City has selected the Cisco Systems ONS15454 to be the DWDM platform based on the successful implementation of the initial six node ring. The network is envisioned to support a variety of lambdas, likely running at a 10 Gbps speed, which will serve as a backbone for a variety of systems.

In some cases, each 10 Gbps link will be divided by a layer 3 switch to support multiple 1 Gbps to be distributed at the edge of the backbone network. CWDM-based links will reach out into the neighborhoods over two fibers along an existing cable path to support local equipment and facilities. These CWDM-based links will provide the bandwidth to support locally connected camera nodes, sensors, other surveillance systems and connect to the edge wireless network systems that will reach further into the community.



This system will be built in a phased manner starting with the core five phases appear possible:

1. Enhance the existing core six node network
2. The southeast leg
3. The southwest cluster
4. North from downtown paralleling the lakefront
5. Northwest towards O'Hare with links to the north phase

Other phased approaches may be possible and will be considered if they may sound technical and financial sense.

During the design of each phase, decisions must be made for equipment locations relative to the actual fiber optic run. The ideal placement for node equipment is a government owned and controlled facility with adequate power and environmental controls to support one to two racks of equipment. On the fiber map provided by the City, fiber runs from various agencies appear to cross providing an ideal point for interconnection. In practice, these fiber runs may be buried at different depths, be on poles or the elevated tracks, and separated by some distance because of the scale of the map.

The initial evaluation of this project indicates that the majority of design work and implementation is predominately some network design with a substantial physical construction activity. The process of locating and accessing the existing fiber optic infrastructure is believed to be a significant undertaking that will influence the final design of the network. The physical infrastructure is anticipated to create a feedback effect on the network design between what is optimum compared to what can physically be achieved based on the actual conditions that are encountered in the field.

CBRN Sensors

The City of Chicago has hundreds of cameras monitoring city streets which are connected in real time to a center in the Office of Emergency Management and Communications (OEMC). The City wishes to expand and enhance this system to include additional enhanced environmental sensors.

CBRN-e is defined as chemical, biological, radiological, nuclear ('dirty bomb') and [improvised] explosive [device] hazards.

OEMC defines a CBRN-e incident as different from a hazardous material incident in both effect scope (i.e., CBRNE-e can be a mass casualty situation) and in intent. OEMC recognizes that CBRN-e incidents are responded to under the assumption that

they are deliberate, malicious acts with the intention to kill, sicken and/or disrupt society and that evidence preservation and perpetrator apprehension are of greater concern with CBRN-e incidents than with a typical HAZMAT incident.

With these defining concepts in mind, OEMC is primarily interested in CBRN-e sensors that can meet the following criteria:

1. A cost of acquisition such that they can be wide-spread throughout the city.
2. The ability to report in 'real enough' time.
3. Have threshold-crossing function rather than the ability to continuously report high-accuracy readings (although continuous readings would be a plus).
4. Be capable of fixed or mobile configurations.
5. Be operated by personnel within the CPD organization.

Our survey of the state of the art in these sensors indicates that:

1. Sensors for weather and radioactivity are available and are reliable.
2. Displaying an alarm indication from one or more sensors (radioactivity above the normal background level) is practical with minimal compute or network resources required to support the function.
3. Predicting the spread based on weather conditions from the weather sensors is compute intensive. Note that the Federal Government has programs that are evolving to support this function.
4. Chemical and biological sensors are in the development phase.

The likely state of the art in five years is believed to be in the areas of chemical and biological sensors. The sensors for chemical and biological agents are in the development stage. For example, a laser-based sensor can indicate the background level and can detect an increase (an alarm condition) above normal. However, further development is required to quantify the cause of the alarm condition. In most cases, someone will need to investigate the reason for the alarm if it cannot be identified visually with the camera. This will require an on-scene investigation and laboratory services.

5. Present devices of this nature are discrete stand-alone boxes. Assuming the existence of a high-speed, ubiquitous connectivity infrastructure, would an architecture with remote sample acquisition and centralized analysis/processing be 1) quicker to implement 2) more accurate and precise 3) less expensive in bottom-line cost?
6. What are the likely mass-production cost range, the likely size range, and the likely power requirement range of functional commercialized detectors for each of the five areas (assuming stand-alone boxes)?
7. Is a combined five area detector likely in the next five years or should we plan on discrete detectors over this time period?
8. Assuming 'real enough' reporting time is one minute intervals, what kind of data stream would detectors for each of the five areas send back to a central monitoring center? Assuming six minute intervals? Would the analysis and processing functions allow shortening of reporting time to 10 seconds (assuming threshold-crossing only)?

Mobile Link Requirements

Mobile links are required between patrol cars and the proposed citywide network. These links may serve a variety of functions such as administrative links, download of video data from the in-car camera (currently a Coban system) to the server, download data from a mobile sensor platform, allow VoIP communications and other future applications.

Links must be both high bandwidth from fixed sources, such as Wi-Fi hotspots, and cellular or WIMAX based communications. The type and method of access and switching between types of links must be transparent to the end users, the police officer. When the mobile unit makes or has a break of communications, due to occur because of the movement of the vehicle, regaining access should not require the user to reauthenticate with the system until the end of the work shift.

Over time, the use of mobile devices will continue to grow as the devices become less expensive, consume less power and gain increased functionality because of software enhancements and increased processing capability. The use of these devices and

related mobile technologies can be used to assist the officer in the field by automating the routine part of the job and providing greater awareness during emergency incidents.

Aerial Surveillance Strategy

Access is required between the City owned helicopters, both Police and Fire, to assist with the command of an incident or serve as a sensor platform to provide situational awareness during the incident. Existing attempts to use radios currently operating in the 4.9 GHz spectrum have shown disappointing results. The City would like to move to a more robust system that can provide both voice and video between the aircraft and one or more points throughout the City. It is expected the aircraft will need to provide this support within the city limits and into the surrounding collar communities around Chicago.

The City currently has a transceiver location on the AON Building. This location can be upgraded to support communications to aircraft throughout the city. Another approach is the availability of over twenty cellular tower locations that can be used as access points or repeater locations. See Appendix 1 for the locations of these towers throughout the city.

Integration with Private Sector Video Systems

The City requires access to privately owned surveillance systems. Many of these links will be to high profile buildings or facilities that provide services to the citizens. Access will be established on a case-by-case basis depending on the type of surveillance system that is currently in use or planned. Some of the options include:

- The company has no surveillance system, but is planning for a system in the future. The City will encourage the use of the Genetec platform.
- The company has an IP-based surveillance system using the Honeywell Fusion or RapidEye or is using the March Systems product. The City has access software that provides compatible access into these systems and the City systems.
- The company has an IP-based surveillance system using another software platform. We will obtain an inventory of their IP cameras to determine if the cameras are supported by the City platform.
- The company has an analog camera system. Bosch encoders will be placed in the coax cable to selected cameras to convert the video to an IP-based transmission.

Where systems or cameras are compatible, a fiber optic or wireless link will be created between the company and an adjacent City node.

Interagency Video Links

The City requires access to other surveillance systems owned by other government agencies. Progress has been made in this direction by writing an API based interface between the Genetec surveillance system and two other systems common in the City, Honeywell Fusion and RapidEye at the Chicago Schools and March Systems at the City Colleges of Chicago. Another approach is to use video encoders on existing coax-based analog systems.

Some of the options to obtain surveillance links to other agencies include:

- The agency has no surveillance system, but is planning for a system in the future. The City will encourage the use of the Genetec platform.
- The agency has an IP-based surveillance system using the Honeywell Fusion or RapidEye or is using the March Systems product. The City has access software that provide compatible access into these systems and the City systems.
- The agency has an IP-based surveillance system using another software platform. We will obtain an inventory of their IP cameras to determine if the cameras are supported by the City platform.
- The agency has an analog camera system. Bosch encoders will be placed in the coax cable to selected cameras to convert the video to an IP-based transmission.

Where systems or cameras are compatible, a fiber optic or wireless link will be created between the agency and an adjacent City node.

On-scene Video Distribution

The City has Unified Command Vehicles that serve as command centers during an incident. Each of these vehicles has

communications capabilities to manage the flow of communications for the scene of the incident. Data traffic to and from the UCV can be through a satellite dish, cellular link or other communications mechanism.

During an incident the City requires the capability to tie into the proposed citywide network for access to all of the resources available on this network. This can be accomplished using a fiber run over the ground to the nearest fiber node or through a wireless link to the nearest wireless node.

Propose a methodology that can provide locations around the city with a fiber optic or wireless communications capability for a UCV that can obtain access to the proposed City surveillance network.

Security Concepts

The City requires a methodology that can provide granular access security to system services with central management of the database. The flow of system data may come from a variety of sources in the future and have a complex, distributed user community in the future. The system must be able to provide restrictions to system resources by user or a user's profile.

The current approach to security involves physical access restrictions, access to the computing platforms and network connections, and application layer security, user name and password for the Genetec Surveillance software. As additional applications and a distributed user community are added to the network the use of this approach to security becomes cumbersome and labor intensive to manage.

We have examined security approaches that use Active Directory to establish system-wide security policies. This appears to work well for application programs in a distributed server environment, but cannot provide security for IP-based cameras as the encoders do not participate in Active Directory (video in with a IP data stream out). An approach examined for the cameras is a distributed firewall that is centrally managed and participates in Active Directory.

The City requires a security approach that can provide restrictions to limit access to:

1. A program
2. A user
3. A user community

The approach must be able to be maintained by a central authority and in a hierarchical manner where a sub-administrator can assign limited access to a subset of equipment, programs or network resources.

EXHIBIT 3

Project Initiatives for Surveillance Expansion

The City has developed the following Project Initiatives. We envision these tasks will be delivered in a matrix-like manner. For example, adding additional cameras will involve sections of tasks 1, 2 and 6 (see Project Initiative Overview) to the limits of the current funding that is available.

Project Initiative Overview

The following is a list of Project Initiatives proposed to support the needs described by this RFQ:

1. Phased expansion of the current DWDM-based system throughout the City.
2. Upgrade CPD PODSS network from bandwidth constricted wireless network to bandwidth-rich fiber/wireless.
3. Add links to current standalone video surveillance systems at other public agencies.
4. Distribute archiving systems throughout the City, as DWDM network expands eliminating single point of failure vulnerability and resolving building space issues.
5. Implement an offsite, online remote data storage and data recovery approach.
6. Expand the PODSS network further into the City neighborhoods using phased approach.

The draft of the six example Project Initiatives follows:

PROJECT INITIATIVE 1

Purpose

Phased expansion of the current DWDM-based network throughout the City.

Substance

1. Task objectives.

The objective of this task is to build a DWDM based network throughout the City. This will be an expansion of the existing network using the Cisco Systems ONS15454 platform at each node. CWDM technology will be used to transport 10/100/1000 Mbps over two fiber links between the DWDM node and the edge network interface. The edge network device shall serve as the connection point for last mile wireless and local edge devices.

The following steps are believed to be needed to accomplish this task for each DWDM based equipment node:

Design

- a. Review the fiber map and preliminary node locations.
- b. Identify the exact location of the fiber and available connection points.
- c. Identify acceptable facility locations for the node hardware.
- d. Identify acceptable locations for remote CWDM based nodes.
- e. Perform final design with testing criteria for City and fiber owner approval.

Implementation

- f. Obtain required permits.
- g. Coordinate access to the fiber with the owner (OEMC, CTA, CDOT, etc.)
- h. Install a fiber cable from the splice point to the facility.
- i. Build a secure location for the node equipment.
- j. Install equipment with ancillary support systems per the design.
- k. Install the remote CWDM node equipment.
- l. Demonstrate operability per the test plan.
- m. Update the system management console.
- n. Develop as-built documentation.

PROJECT INITIATIVE 2

Purpose

Upgrade the current CPD wireless network supporting the PODSS cameras from one that is bandwidth constricted to bandwidth-rich environment.

Substance

1. Task objectives.

The wireless networks at the edges of the fiber optic network must be a bandwidth rich environment that can support a range of functionality. The use of wireless at the edges of the backbone network will need to support enhanced multifunction camera platforms that contain sensors and access points in addition to the camera functionality. Over time it is anticipated that traffic over this network will become more symmetrical as the user community makes greater use of the access to the network. The goal of greater bandwidth will be accomplished by adding short point-to-point and mesh wireless linked to the local fiber node and upgrading the wireless technology platforms.

The following steps are believed to be needed to accomplish this task for each local wireless network:

Design

- a. Design a wireless network to support the local camera nodes that will build out around the DWDM or CWDM based fiber optic nodes.
- b. Design point-to-point links moving toward all full duplex capabilities to meet the changing user needs for the system.
- c. Develop pricing and submit the design for approval.

Implementation

- d. Provide high-bandwidth mesh radios that provide the local links between the point-to-point wireless network or link directly to the fiber network as appropriate. The mesh radio will provide a link that allows the movement of camera platforms around the neighborhood to meet the needs of law enforcement.
- e. Provide a plug-in or feature turn-on Wi-Fi adapter to support local access by the law enforcement community and command vehicles.
- f. Develop as-built documentation

PROJECT INITIATIVE 3

Purpose

Add links to current standalone video surveillance systems at other public agencies.

Substance

1. Task objective.

Expand the links to other public agencies using the DWDM network backbone as a transport. Public agencies include schools, colleges, universities, libraries, city office buildings, Cook County, Illinois Tollway, IDOT, and the communities that ring the City of Chicago. The likely steps in implementing this plan are:

Design

- a. Obtain permission for the link
- b. Identify the existing surveillance system, IP-based or analog, used by the agency.
- c. Plan a fiber optic or wireless link to the facility.
- d. Develop pricing and submit design for approval on a link-by-link basis.

Implementation

- e. Implement software or hardware-based encoders to their system.

- f. Implement the link with supporting storage as required.
- g. Program the operator menus
- h. Test the link.
- i. Develop as-built documentation

PROJECT INITIATIVE 4

Purpose

Distribute archiving systems throughout the City, as DWDM network expands eliminating single point of failure vulnerability and resolving building space issues.

Substance

1. Task objective.

Distribute the archiving systems to other government facilities within the City. Develop a clustered or segmented approach to system design to support a range of application programs such as surveillance, sensors, and local weather information as some examples.

The likely steps in implementing this plan are:

Design

- a. Design the hardware and software and environment for the system node.
- b. Identify a facility to support the local system node.
- c. Develop costs and submit for approval to all responsible agencies.

Implementation

- d. Make ready the facility with a correct environment and security.
- e. Implement a fiber optic link to the facility.
- f. Implement software or hardware-based components for this system.
- g. Modify local camera and sensor nodes to archive data to the system node.
- h. Program the operator menus for system users
- i. Develop the backup of data to a data recovery node.
- j. Test the operability of the system
- k. Develop as-built documentation

PROJECT INITIATIVE 5

Purpose

Implement an offsite, online remote data storage and data recovery approach.

Substance

1. Task objective.

Design

- a. Identify a government facility for the remote data recovery node.
- b. Identify the fiber optic resources for the DWDM-based link.
- c. Develop and manage the intergovernmental agreement process.
- d. Design the hardware, software and environment for the system node.
- e. Develop costs and submit for approval

Implementation

- f. Make ready the facility with a correct environment and security.
- g. Implement a fiber optic link to the facility.
- h. Implement software or hardware-based components for this system.
- i. Modify system nodes to archive data to the data recovery node.
- j. Test the operability of the system
- k. Develop as-built documentation

PROJECT INITIATIVE 6

Purpose

Expand the PODSS network further into the City neighborhoods using phased approach.

Substance

1. Task objective.

Design

- a. Work with the City to identify the locations for the camera systems.
- b. Design the infrastructure required to link the systems or run standalone as requested.
- c. Identify infrastructure partners such as pole owners, etc.
- d. Identify the needs of the infrastructure owners and coordinate with the City.
- e. Develop costs and submit for approval.

Implementation

- f. Implement the placement of camera systems at the identified locations.
- g. Test the operability of the camera system and linking network.
- h. Update the system maintenance console and end user devices.
- i. Develop as-built documentation.

EXHIBIT 4

Project Initiatives for Technology Assessment

This Project Initiative provides the evaluation of new technologies for the surveillance network. Six areas have been selected for proof of concept approaches for the following technology areas (no specific order of importance):

- A. Single sign-on approaches and implementation.
- B. Aerial surveillance capability, followed by implementation.
- C. Remote command center support, followed by implementation.
- D. Testing of CBRN devices, followed by implementation.
- E. Testing of Wi-Fi hotspot system for police, followed by implementation.

A draft of the six Project Initiatives follows:

PROJECT INITIATIVE A

Purpose

Evaluate approaches for a single sign-on approach for all users and applications.

Substance

1. Task objective.

Analysis

- a. Work with the City to identify the long term security requirements for the system.
- b. Evaluate hardware and software approach to provide security for each user that will limit access to the network by application, service type, camera, location, etc.
- c. Evaluate the potential for a centrally managed, distributed database that will be the center of the security approach.
- d. Identify the mechanisms and procedures where one or more administrators can have varying levels of authority to manage user access to network resources.
- e. Develop a detailed cost structure and test plan to demonstrate the operability of the recommended security approach.

Proof of Concept

- f. Perform proof of concept testing
- g. Upon successful testing, develop a cost analysis with a phased implementation plan for the security system.
- h. Develop a documentation package.
- i. Submit for approval and funding

PROJECT INITIATIVE B

Purpose

Evaluate the technical approaches that can support voice, video and data links to aircraft, both manned and unmanned, that are providing situational awareness information or providing operational control of an emergency incident.

Substance

1. Task objective.

- a. Work with the City to identify the approaches to establish and maintain reliable voice, video and data access between officers on the City surveillance network and resources that are operating in the aerial space.
- b. Evaluate hardware and software approach required to support these links to various types of aircraft.
- c. Evaluate the potential for a security breach caused links to aircraft. Identify approaches to mitigate this type of threat.
- d. Identify the mechanisms and procedures where this aerial information will be distributed through the City surveillance network for action.
- e. Develop a detailed test plan to demonstrate the operability of the recommended approach.
- f. Upon successful testing, develop a phased implementation plan for the system.
- g. Develop as-built documentation.

PROJECT INITIATIVE C

Purpose

Evaluate the technical approaches that can support voice, video and data links to a UCV that will be deployed throughout the City to support the resolution of an emergency incident. The UCV will need access, either a direct fiber optic link or a wireless, into the City surveillance network.

Substance

1. Task objective.
 - a. Work with the City to identify the approaches to establish and maintain reliable voice, video and data access between officers manning a UCV to the City surveillance network and resources that are available through this network.
 - b. Evaluate fiber optic and wireless resources around the city to identify possible high-bandwidth fiber optic and lower-bandwidth wireless connection points that are available.
 - c. Evaluate the approach for security that will apply to these points of connectivity. Identify approaches to mitigate any type of threat.
 - d. Identify the mechanisms and procedures where the UCV information can be distributed through the City surveillance network for action in support of the law enforcement mission.
 - e. Develop a detailed test plan to demonstrate the operability of the recommended approach.
 - f. Upon successful testing, develop a phased implementation plan for the system.
 - g. Develop as-built documentation.

PROJECT INITIATIVE D

Purpose

Evaluate the technical approaches that can detect the presence of CBRN-E agents in the air. These sensors may also need to be evaluated based on local weather indicators to predict the flow of these agents through the City. These sensors and systems will be future additions to the City surveillance network.

Substance

1. Task objective.
 - a. Work with the City to identify the approaches to establish sensors suitable for the detection of CBRN-E agents at locations around the City.
 - b. Evaluate weather information and prediction systems that can predict the flow of the agents through the City.
 - c. Evaluate the approach for integrating these sensors and systems into the remote camera surveillance systems as the systems become practical and affordable.
 - d. Identify the mechanisms and procedures where the actual presence and flow of the agents can be displayed with a prediction of direction and time for the movement of the agent.
 - e. Evaluate the capability of vehicle mounted CBRN-E sensors with mobile access, either cellular or Wi-Fi links, to the City wide network.
 - f. Develop a detailed test plan to demonstrate the operability of the recommended approach.
 - g. Upon successful testing, develop a phased implementation plan for the system.
 - h. Develop as-built documentation.

PROJECT INITIATIVE E

Purpose

Evaluate the technical approaches that can support voice, video and data access to support the local officer on the beat. Consider local high-bandwidth Wi-Fi nodes at each of the camera and equipment node locations along with lower-bandwidth ubiquitous mobile links from commercial providers.

Substance

1. Task objective.
 - a. Work with the City to identify the approaches to establish and maintain reliable voice, video and data access between officers manning squad cars or using mobile handheld devices through high-bandwidth Wi-Fi hotspots.
 - b. Evaluate fiber optic and wireless resources around the city necessary to establish a Wi-Fi oriented hotspot layout at every camera and equipment node location.
 - c. Evaluate the approach for security that will apply to these points of connectivity. Identify approaches to mitigate any type of threat.
 - d. Identify the mechanisms and procedures where the voice, video and data oriented information can be distributed by hotspots through the City surveillance network for action in support of the law enforcement mission.
 - e. Identify commercial cellular or similar approaches that can provide lower-bandwidth, work anywhere oriented services should the officer be required to work outside the City boundaries.
 - f. Develop a detailed test plan to demonstrate the operability of the recommended approach.
 - g. Upon successful testing, develop a phased implementation plan for the system.
 - h. Develop as-built documentation.

EXHIBIT 5

Environmental Planning and Historic Preservation

The Environmental Planning and Historic Preservation (EHP) program integrates the protection and enhancement of environmental, historic, and cultural resources into FEMA's mission, programs and activities; ensures that FEMA's activities and programs related to disaster response and recovery, hazard mitigation, and emergency preparedness comply with federal environmental and historic preservation laws and executive orders; and provides environmental and historic preservation technical assistance to FEMA staff, local, State and Federal partners, and grantees and subgrantees.

Prior to initiating any projects, EHP approval must be received by the OEMC. Therefore, in the planning phase of each Task Order, the contractor is responsible for preparing the required documentation for each project. The documentation will then be reviewed and submitted by the OEMC Grants Department. Documentation includes:

1. EHP Screening Memo
2. EHP Picture Documentation

Qualifications: The contractor shall be capable of evaluating the environmental impact resulting from planned construction activities and clearly document the work to be done using the FEMA forms. The contractor shall demonstrate experience successfully evaluating the environmental impact of construction projects.

EXHIBIT 6

EPH Picture Documentation Instructions & Example

1. Obtain aerial photo; there are multiple online sources for aerial photos that are either free or request a nominal fee.
2. Copy the aerial image.
3. Open Microsoft Paint and paste the aerial image on the canvas. The image should now be in Microsoft Paint.
4. Using the paint resources such as line drawing and fill colors, label exactly where facility security enhancements will be installed i.e. fencing, lighting, cameras.
5. Cut and paste completed drawing into Word document and explain details of the facility security enhancements.
6. An example of a completed product is pasted below.



Applicant Name: X Bus Company
Grant Program: FY 2008 Intercity Bus Security Grant Program
Grant Number: 2008-XX-XX-0000

Project 2: Facility Security Enhancements was awarded to X Bus Company in January 2009. Above are the enhancements that we wish to make to our facility. The building that the camera is mounted on was built in 1980. The installation will include 6,412 linear feet of chain link security fencing. A total of 820 fence post holes 6" in diameter and 36" deep will be dug. The property is not located in a designated flood plain and the building is not a designated historical property or a designated wetland.