

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET

FOR NCRB USE ONLY	
Date	3.01.2011
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	4-0

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Hewlett Packard for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: <<Req No>>, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<proj description/name>> (Attach List).

Pre-Assigned Specification No.: _____

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 15041

Company or Agency Name: Hewlett Packard

Specification #: 58084


Contract or Program Description: Technical Support and Maintenance for the CAD Hardware and Operating System

Modification #: 2

(Attach List, if multiple)

Rosemary McDonnell

746.9369



OEMC

Feb. 14, 2011

Originator Name
(mm/dd/yr)

Telephone

Signature

Department

Date

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status

Hewlett-Packard Company (HP) was previously DBA "Compaq Computer Corporation," with the City of Chicago. Compaq is now a wholly owned subsidiary of HP. HP has provided Technical Support and Maintenance for DECIHP monitors, CPUs, printers, peripherals, routers, hubs, switches and associated software, which the City purchases from Northrop Grumman (NG) as part of the OEMC CAD Emergency Locator Platform. The technical support and maintenance program with HP is currently provided under contract 15041. The contract was awarded on June 1, 2007 and was to expire May 31, 2010. OEMC requested, and received, a one-year extension through May 31, 2011. OEMC respectfully requests another one-year extension through May 31, 2012.

All HP hardware and associated software for the CAD Emergency Locator Platform is purchased by the OEMC through Northrop Grumman (NG), which has total responsibility for the Platform. NG determines hardware compatibility with the software they deliver. For HP, this includes servers, DEC/HP monitors, CPUs, printers, peripherals, routers, hubs, switches and associated software as part of the CAD Emergency Locator Platform. Likewise, in order to ensure the safety and accountability of one contact system, HP and the OEMC require turn-key operations where critical-line manufacturers must provide all maintenance and service for the equipment they deliver to the OEMC.

HP is the original equipment manufacturer and sole provider to NG, the exclusive developer of the City's CAD Platform. NG dictates the platform needs and requirements. In order to ensure the integrity of the OEMC platform, HP handles the

account exclusively on a company direct basis with no dealers, distributors or third party providers of any kind are certified or authorized to deliver service for enterprise class servers -including Superdome, HP-UX, and Alpha.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a continuation of a current contract.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

This contract was Sole Sourced due to the nature of OEMC's requirements and HP's unique capabilities. HP is the exclusive manufacturer and provider of the servers and product line required by NG for the CAD Platform. HP provides Mission Critical support for their enterprise servers. They do not outsource their Mission Critical support services. Mission Critical support is only obtainable via HP badged and trained engineers.

These computers run on an application-specific operating system known as HP-UX, which is HP's proprietary operating system. The City's OEMC requires continuous maintenance and support for the CAD Platform to ensure uninterrupted operation. The proprietary nature of these servers, related products and HP's experience uniquely qualify them to provide equipment maintenance and software support services. HP has the professional resources to warrant that they are ready, willing and able to perform in the life-or-death environment associated with the OEMC.

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

Under a different administration, OEMC conducted research to determine if another company could provide the unique mission critical services to OEMC and the City. It was determined that there was no other company that could provide this, and this contract was approved using the Sole Source process.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

OEMC requires a continuation of this contract The City's OEMC requires continuous maintenance and support for the CAD Platform to ensure uninterrupted operation. The proprietary nature of these servers, related products and HP's experience uniquely qualify them to provide equipment maintenance and software support services. HP has the professional resources to warrant that they are ready, willing and able to perform in the life-or-death environment associated with the OEMC. The existing HP contract is used by each of the "Emergency" departments including OEMC, Chicago Police Department and Chicago Fire Department.

The time extension will enable HP to continue covering all maintenance and service for all hardware and associated software identified in the prior contracts and pricing schedules. In addition, coverage will include the new Command Vehicle; the 120 PCs associated with the vehicle, associated servers and enhanced coverage levels as identified by the OEMC.

6. Explain whether or not future competitive bidding is possible. If not, why not?

Future bidding is not possible due to the platform functionality. **HP is the exclusive manufacturer and provider of the servers and product line required by NG for the CAD Platform.** The CAD computers run on an application-specific operating system known as HP-UX, which is **HP's proprietary operating system.** The proprietary nature of these servers, related products and HP's experience uniquely qualify them to provide equipment maintenance and software support services. HP has the professional resources to warrant that they are ready, willing and able to perform in the life-or-death environment associated with the OEMC.

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

This will be funded through Corporate dollars.

OEMC spent approximately \$55,000 per month under this contract, so the total amount for the one-year extension is anticipated to be \$660,000.

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

For the one-year extension, OEMC anticipates the cost to be \$660,000.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

The costs are based on specifications outlined in the current scope of services and based on work performed by HP through submitted invoices.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors, which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City, which may be achieved.

The savings to the City will be measured both in dollars, expertise and time. We are using a current contract, which reflects 2007 pricing. If we have to go out to bid then the bids will no doubt be increased.

HP is an expert and has substantial knowledge of our CAD system, since they have been involved with the OEMC for 4 years. Any transition to a new contractor could hinder the bank of knowledge and expertise that HP has with our CAD system.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

OEMC is using 2007 prices, which is less than any proposal in 2011 would be. This is a savings to the City.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The current contract was awarded on June 1, 2007 and was to expire May 31, 2010. OEMC requested, and received, a one-year extension through May 31, 2011. OEMC requires another one-year extension through May 31, 2012.

System performance for the CAD system is closely monitored, and the City pays HP straight maintenance and support costs.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead-time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule

This does not apply

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

This does not apply to our request. This is a continuation of a current contract.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

A competitive bid would cost the City dollars because 2011 proposals would be greater than the current 2007 pricing.

In addition, the City could face significant risk choosing an unauthorized 3rd party for support of its mission critical systems. When a mission critical system goes down, the City's ability to conduct emergency business activities could be compromised. These systems have much higher availability and performance requirements and subsequently, require a higher level of support. It is unlikely that a 3rd party could guarantee the same level of service and response levels required by the OEMC's mission critical platform.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form

This does not apply.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

HP staff has been working with the OEMC on this contract since 2007. HP's staff has the expertise with the system to keep it running efficiently and effectively.

HP is the exclusive manufacturer and provider of the servers and product line required by NG for the CAD Platform. They provide Mission Critical support for their enterprise servers. They do not outsource their Mission Critical support services. Mission Critical support is only obtainable via HP badged and trained engineers

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

As stated before, HP is the original equipment manufacturer and sole provider to Northrop Grumman, the exclusive developer of the City's CAD Platform. NG dictates the platform needs and requirements. In order to ensure the integrity of the OEMC platform, HP handles the account exclusively on a company direct basis with no dealers, distributors or third party providers of any kind are certified or authorized to deliver service for enterprise class servers -including Superdome, HP-UX, and Alpha

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature, which is vital to the job?

HP is the original equipment manufacturer and sole provider to NG, the exclusive developer of the City's CAD Platform. NG dictates the platform needs and requirements. In order to ensure the integrity of the OEMC platform, HP handles the account exclusively on a company direct basis with no dealers, distributors or third party providers of any kind are certified or authorized to deliver service for enterprise class servers -including Superdome, HP-UX, and Alpha.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

HP has the history of this project and the expertise to continue providing mission critical services.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

The OEMC is not procuring equipment. We are procuring maintenance and technical support for the CAD hardware and operating system.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

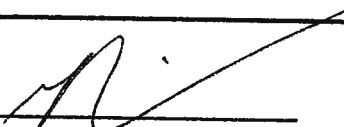
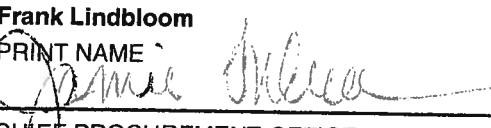
Competition is precluded because of the CAD system technical data, proprietary and unique capability of HP.


8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer

No other firm can and should provide these services. The City could face significant risk choosing an unauthorized 3rd party for support of its mission critical systems. When a mission critical system goes down, the City's ability to conduct emergency business activities could be compromised. These systems have much higher availability and performance requirements and subsequently, require a higher level of support. It is unlikely that a 3rd party could guarantee the same level of service and response levels required by the OEMC's mission critical platform.

OTHER

APPROVED BY:


DEPARTMENT HEAD OR DESIGNEE February 15, 2011
DATE
Frank Lindbloom
PRINT NAME

CHIEF PROCUREMENT OFFICER


BOARD CHAIRPERSON 3.01.11
DATE
Rich Butler
PRINT NAME
6/4/11
DATE OF APPROVAL

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors, which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City, which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead-time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature, which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.



City of Chicago
Richard M. Daley, Mayor

Office of Emergency Management
and Communications

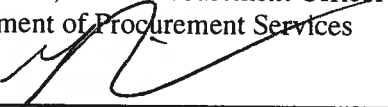
1411 West Madison Street
Chicago, Illinois 60607-1809
(312) 746-9111
(312) 746-9120 (FAX)
<http://www.cityofchicago.org>

MEMORANDUM

TO: Richard Butler, First Deputy and Chair
Non-Competitive Review Board

Jamie Rhee, Chief Procurement Officer
Department of Procurement Services

FROM:


Frank Lindbloom, Deputy Director of Administration
Office of Emergency Management and Communications

DATE: February 14, 2011

RE: Time Extension and Vendor Limit Increase
Hewlett Packard
PO#15041 Spec 58084

REQUEST

The Office of Emergency Management and Communications (OEMC) respectfully requests that the Sole Source Board approve a Vendor Limit Increase for PO 15041-Hewlett Packard (HP). OEMC requests a one year time extension for a new contract end date of May 31, 2012. In addition, we expect to spend approximately \$660,000 for the year extension.

BACKGROUND

OEMC was awarded this Sole Source contract in October 2007 for Hewlett Packard to provide technical support and maintenance to equipment and software applications supporting the Computer Aided Dispatch System (CAD).

HP is the exclusive manufacturer and sole provider of servers and applications required by Northrup Grumman who developed the proprietary software CAD Emergency Locator Platform. HP equipment supporting the NG systems runs on proprietary HP application-specific operating system HP-UX, Superdome, and Alpha. The OEMC requires continuous maintenance and support for the CAD Platform to ensure uninterrupted operation. HP has successfully supported this equipment since the contract was awarded.

CRITICAL NEED FOR CONTRACT CONTINUATION

OEMC would face significant risk allowing an unauthorized 3rd party to support these Mission Critical systems. Should these systems go down; the City's ability to conduct emergency management activities will be compromised. These systems



have a much higher availability and performance requirement and subsequently, require a higher level of support.

In addition, OEMC has undergone staff changes that could result in a transition information gap. It is important to maintain continuity of HP, who know the system and will continue to provide immediate and critical maintenance and repair services. For example, had the CAD system gone down during the 2011 Chicago blizzard, HP would have been on the scene immediately to fix the problem.

AMENDMENT MODIFICATION

HP requested revisions to the current contract's scope of work. They have had a change in leadership and they are reviewing their contracts and ensuring they align with their mission and core business processes. After discussion with HP, OEMC took their requested changes to the City Departments of Law, Procurement Services, and Risk Management. After extensive discussions and review sessions, the City agreed to some of HP's request. Most were not accepted. These changes do not impede in any way on HP's liability to this contract nor do they make the scope requirements less favorable to the City.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

- 1) Justification for Non-Competitive Procurement
- 2) DPS Project checklist
- 3) Signed Statement of Work, that includes
 - a. Procurement History
 - b. Estimated Cost and term of the contract
 - c. Schedule requirements
 - d. Unique capabilities
- 4) Letter from Northrop Grumman Information Technology: Exclusivity letter
- 5) Compliance Documents
 - a. C-1
 - b. C-3
 - c. D-1
 - d. D-3
 - e. Schedule B
 - f. MBE/WBE Utilization Report
- 6) EDS
- 7) Insurance Documents
- 8) Excel spreadsheet outlining contract changes: approved and not approved by the City

The following individuals will present to the Non-Competitive Review Board:

- ✓ Yilmaz Halac, Managing Deputy Director
- ✓ Karen Haywood, Contracts Coordinator
- ✓ Frank Lindbloom, Deputy Director
- ✓ Rosemary McDonnell, Grants Research Specialist

If you have any questions, please contact Rosemary McDonnell at 746.9369.

Thank you.

FL/rcm

Cc: Joseph Chan, DPS
John O'Brien, DPS
James Carroll, OEMC
Yilmaz Halac, OEMC
Karen Haywood, OEMC
Rosemary McDonnell, OEMC

OEMC SOLE SOURCE JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT HEWLETT PACKARD TECHNICAL SUPPORT AND MAINTENANCE PROGRAM

OVERVIEW

Hewlett-Packard Company (HP) was previously DBA "Compaq Computer Corporation," with the City of Chicago. Compaq is now a wholly owned subsidiary of HP. HP has provided Technical Support and Maintenance for DECIHP monitors, CPUs, printers, peripherals, routers, hubs, switches and associated software, which the City purchases from Northrop Grumman (NG) as part of the OEMC CAD Emergency Locator Platform. The technical support and maintenance program with HP is currently provided under contract 15041. This 3-year contract was awarded on June 1, 2007 and was to expire May 31, 2010. OEMC requested, and received, a one-year extension through May 31, 2011. We are respectfully requesting another one year time extension for a new end date of May 31, 2012.

UNIQUE QUALIFICATIONS

HP is the exclusive manufacturer and provider of the servers and product line required by NG for the CAD Platform. They provide Mission Critical support for their enterprise servers. They do not outsource their Mission Critical support services. Mission Critical support is only obtainable via HP badged and trained engineers.

These computers run on an application-specific operating system known as HP-UX, which is HP's proprietary operating system. The City's OEMC requires continuous maintenance and support for the CAD Platform to ensure uninterrupted operation. The proprietary nature of these servers, related products and HP's experience uniquely qualify them to provide equipment maintenance and software support services. HP has the professional resources to warrant that they are ready, willing and able to perform in the life-or-death environment associated with the OEMC.

The existing HP contract is used by each of the "Emergency" departments including OEMC, Chicago Police Department and Chicago Fire Department.

The time extension will enable HP to continue covering all maintenance and service for all hardware and associated software identified in the prior contracts and pricing schedules. In addition, coverage will include the new Command Vehicle; the 120 PCs associated with the vehicle, associated servers and enhanced coverage levels as identified by the OEMC.

SCHEDULE OF COMPENSATION

OEMC estimates the total cost for the one year extension at \$55,000 per month, or a total of \$660,000 for the year. This includes

1. Software Support Labor and Materials
2. Hardware Support, Labor Materials/Management & Consulting/Critical Advisory Services

The City reserves to right to extend the duration of this contract for one (1) additional periods of one (1) year each. OEMC will schedule and coordinate performance of routine work and services with the Contractor, who agrees to cooperate.

EXCLUSIVE OR UNIQUE CAPABILITY

All HP hardware and associated software for the *CAD* Emergency Locator Platform is purchased by the OEMC through Northrop Grumman (NO), which has total responsibility for the Platform. NO determines hardware compatibility with the software they deliver. For HP, this includes servers, DEC/HP monitors, CPUs, printers, peripherals, routers, hubs, switches and associated software as part of the *CAD* Emergency Locator Platform. Likewise, in order to ensure the safety and accountability of one contact system, HP and the OEMC require turn-key operations where critical-line manufacturers must provide all maintenance and service for the equipment they deliver to the OEMC.

HP is the original equipment manufacturer and sole provider to NO, the exclusive developer of the City's *CAD* Platform. NO dictates the platform needs and requirements. In order to ensure the integrity of the OEMC platform, HP handles the account exclusively on a company direct basis with no dealers, distributors or third party providers of any kind are certified or authorized to deliver service for enterprise class servers -including Superdome, HP-UX, and Alpha.

Based on the above, the City could face significant risk choosing an unauthorized 3rd party for support of its mission critical systems. When a mission critical system goes down, the City's ability to conduct emergency business activities could be compromised. These systems have much higher availability and performance requirements and subsequently, require a higher level of support. It is unlikely that a 3rd party could guarantee the same level of service and response levels required by the OEMC's mission critical platform.

REVIEW AND APPROVAL "REVIEW AND APPROVAL"

This form must be signed by both the Originator at the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board Head or authorized designee.



Vilmaz Halac

OEMC

Managing Deputy, Public Safety



Frank Lindbloom

OEMC

Deputy Director, Administration

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: February 10, 2011	Need by (estimated date): March 15, 2011	
Requisition No. 57228	Contact Person:	Project Manager:
Specification No.: (if known) 58084	Rosemary McDonnell	Yll Halac
PO No.: (if known) 15041	Telephone: 746.9369	Telephone: 746.6367
Modification No.: (if known) 2	Fax:	Fax:
Previous PO No.: (if known)	Email: rmcdonnell@cityofchicago.org	Email: yhalac@cityofchicago.org

Project Description: 12-month time extension on contract Hewlett Packard to provide equipment and technical support and maintenance to systems support the OEMC Computer Aided Dispatch system (CAD). In addition, VLI of \$631,000 with revised Compensation Schedule.

Funding: n/a

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
	011	0100	0584110	0138	220138				660,000

Term Estimated Value \$660,000

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: _____ (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input type="checkbox"/> Blanket/Term/DUR/Agreement	<input checked="" type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input checked="" type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input checked="" type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 12-months June 1st, 2011 – May 31st, 2012

** Requested Term (Number of Months): 12

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes No
Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

The following is a general description of what should be included in a Scope of Services or Specification: A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

- Current Insurance Requirements prepared/approved by Risk Management: [] Yes [] No
Will services be performed within 50 feet of CTA train or other railroad property? [] Yes [] No
Will services be performed on or near a waterway? [] Yes [] No

If applicable, Pre-Qualification Category No. Category Description: For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: [] None [] State [] Federal [] Other _____

If Amendment request, please verify and provide the following:

- Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form [] Yes [x] No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: [] Yes [] No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

- Current Insurance Requirements prepared/approved by Risk Management: [] Yes [] No
Will work be performed within 50 feet of CTA or ATS structure or property? [] Yes [] No
Will work be performed airside? [] Yes [] No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? [] Yes* [] No [] Redacted
*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form [] Yes [] No

If Amendment request, please verify and provide the following:

- Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing contract?**

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)?**

Yes No

Is this a **Request for Qualifications (RFQ)?**

Yes No

Is this a **Request for Proposal (RFP)?**

Yes No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

Yes* No

*If yes, Company Name: **PO#**

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement?**

Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Attached

Is this a request for **Individual Contract Services?**

Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract?**

Yes No

Does this request involve the **purchase of Software?**

Yes* No

*If yes, is City required to sign a software license?

Yes* No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

✓ Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

✓ Project or Program Background Information

✓ Project Goals and Objectives

✓ Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

✓ Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBEWBE/DBE Analysis Form**

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name: Hewlett Packard

Contractor's Address: 3000 Hanover Street

Contractor's e-mail Address: bonnie.kavicky@hp.com

Contractor's Phone Number: 614.791.9138

Contractor's Contact Person: Bonnie Kavicky

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer; or Dealer; or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing Contract**?

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes No

Is this a **Revenue Producing contract**?

Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Diana Conley
Advotek, Incorporated
148 Ogden Avenue
Downers Grove, IL 60515

Annual No Change Affidavit Due:

August 1, 2011

Dear Diana Conley:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until August 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by August 1, 2011. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by June 2, 2011.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Naushad S Ali
Systems Solution, Inc.
3630 Commercial Avenue
Northbrook, IL 60062

Annual No Change Affidavit Due:

February 1, 2011

Dear: Naushad S Ali

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

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **February 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 3, 2010**.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

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

Name of Project/Contract: 15041
Specification Number: 58084

From: Systems Solutions Inc.
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: Hewlett-Packard Company and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

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

Sole Proprietor Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

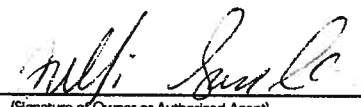
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Indirect pre or post sales support in assistance to HP direct fulfillment through HP's agent model covering
Local government and education

The above described performance is offered for the following price and described terms of payment:
HP provides an agent fee based on the products supported

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

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


(Signature of Owner or Authorized Agent)
ZULFI SAYID
Name/Title (Print)
1/7/2011
Date
847/272/6160 EXT. 235
Phone

SCHEDULE C-3
MBE/WBE to Perform as Subcontractor

Contract #: 15041

Project#: 58084

Project

Description: _____

From: System Solutions, Inc
(Name of Subcontractor)

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

To: Hewlett-Packard Company and the City of Chicago:
(Name of Prime Contractor)

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

Indirect pre or post sales support in assistance to HP direct fulfillment through HP's agent model
covering local government and education.

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

HP provides an agent fee based on the products supported.

(Signature of Owner or Authorized Agent)

ZULEI SAYLA
Name /Title (Print)

1/7/2011
Date

847-272-6160 ext. 235
Phone

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

Name of Project/Contract: 15041
Specification Number: 58084

From: Advotek, Inc
(Name of MBE/WBE Firm)

MBE: Yes No X
WBE: Yes X No

To: Hewlett-Packard Company and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

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

 Sole Proprietor Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8-1-2010 to 8-1-2012 for a period of five years.

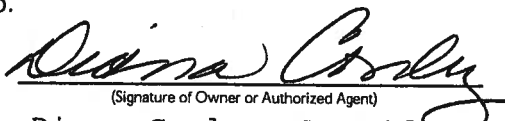
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Indirect pre or post sales support in assistance to HP direct fulfillment through HP's agent model covering
Local government and education

The above described performance is offered for the following price and described terms of payment:
HP provides an agent fee based on the products supported

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

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


(Signature of Owner or Authorized Agent)
Diana Conley President
Name/Title (Print)
January 3, 2011
Date
630-964-7762
Phone

SCHEDULE C-3
MBE/WBE to Perform as Subcontractor

Contract #: 15041

Project#: 58084

Project

Description: _____

From: Advotek, Inc.
(Name of Subcontractor)

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

To: Hewlett-Packard Company and the City of Chicago:
(Name of Prime Contractor)

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

Indirect pre or post sales support in assistance to HP direct fulfillment through HP's agent model
covering local government and education.

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

HP provides an agent fee based on the products supported.

(Signature of Owner or Authorized Agent)

Diana Conley President
Name /Title (Print)

January 3, 2011

Date

630-964-7762

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of California

County (City) of Placer

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

Hewlett-Packard Company

Name of Prime Consultant/Contractor

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

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

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

1. Name of MBE/WBE: Systems Solutions, Inc. (SSI)

Address: 3630 Commercial Ave., Northbrook, IL 60062

Contact Person: Jlm Dillon Phone: 847-272-6160

Dollar Amount of Participation \$ 0

Percent Amount of Participation: 0 %

2. Name of MBE/WBE: Advotek, Inc.

Address: 148 Ogden, Ave., Downers Grove, IL

Contact Person: Diana Conley Phone: 630-964-7762

Dollar Amount of Participation \$ 0

Percent Amount of Participation: 0 %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
System Solutions, Inc.	\$ 0	0 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
Advotek, Inc.	\$ 0	0 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

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

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

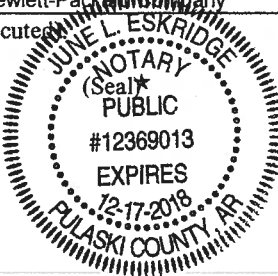
Name Wendy Crowe, Contract Program Manager Phone Number: 859-685-7806

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

Tina Moore
Signature of Affiant (Date)

State of Arkansas
County of Pulaski

This instrument was acknowledged before me on January 24, 2011 (date)
by Tina Moore (name /s of person/s)
as Contract Administrator (type of authority, e.g., officer, trustee, etc.)
of Hewlett-Packard Company (name of party on behalf of whom instrument was executed)



June Eskridge
Signature of Notary Public

SCHEDULE D-3

Compliance Plan regarding MBE and WBE Utilization

Contract#: 15041 Project#: 58084

Project Description: _____

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

Contract Administrator and authorized representative of
(Title of Affiant)

Hewlett-Packard Company
Name of Prime Contractor

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

I. Complete this section for each MBE/WBE participating on this Task Order Request.

1. Name of MBE/WBE firm: Advotek, Inc.

Address: 148 Ogden Ave., Downers Grove, IL

Contact Person: Diana Conley

Phone: 630-964-7762

Dollar Amount of Participation: \$ 0

Percentage of Participation: 0 %

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

4. Attach additional sheets as needed.

II. Summary of MBE/WBE Proposal:

1. MBE Direct Participation

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

2. MBE Indirect Participation

Name of MBE firm	Dollar Amount	Percent
<u>System Solutions Inc.</u>	\$ <u>0</u> _____	_____ <u>0</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Indirect Participation	\$ <u>0</u> _____	_____ <u>0</u> %

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

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

Name Wendy Crowe, Contract Program Manager

Phone Number: 859-685-7806

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

Tina Moore

Signature of Affiant (Date)

State of Arkansas
County of Pulaski

This instrument was acknowledged before me on January 24, 2011 (date)

By Tina Moore
(name /s of person/s)

As Contract Administrator
(type of authority, e.g., officer trustee, etc.)

of Hewlett-Packard Company
(name of party on behalf of whom instrument was executed).



June L Eskridge
Signature of Notary Public

Request for Services (Task Order) contracts
March 31, 2006

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

***Not Applicable to this project** Hewlett-Packard Company, Tina Moore 12/28/2010

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

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

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

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

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

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____
B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
 (a) Dollar amounts of initial contribution: _____
 (b) Dollar amounts of anticipated on-going contributions: _____

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

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

MBE/WBE UTILIZATION REPORT

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

Name of Contractor: Hewlett-Packard Company
(Print or Type)

Signature: Tina Moore
(Signature of affiant)

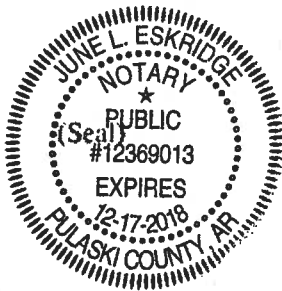
Name of Affiant: Tina Moore
(Print or Type)

Date: January 24, 2011
(Print or Type)

State of Arkansas

County (City) of Pulaski

This instrument was acknowledged before me on January 24, 2011 (date)
by Tina Moore (name/s of person/s)
as Contract Administrator (type of authority, e.g., officer, trustee, etc.)
of Hewlett-Packard Company (name of party on behalf of whom instrument was executed).



June L Eskridge
Signature of Notary Public

~~NORTHROP GRUMMAN~~

Northrop Grumman Systems Corporation
Information Systems Sector

Civil Systems Division
Civil Safety and Infrastructure
15010 Conference Center Drive
Chantilly, Virginia 20151

June 7, 2010

Aric Roush
Director of Information Services
Office of Emergency Management and Communications
1411 W. Madison Street
Chicago, IL 60607

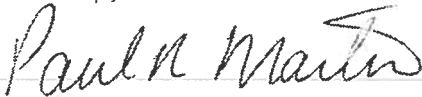
SUBJECT: Use of Hewlett-Packard Equipment at OEMC

Dear Aric:

For more than 20 years, it has been Northrop Grumman's policy to use Hewlett-Packard exclusively to provide the hardware platform to support Northrop Grumman's Computer-Aided Dispatch Applications. Only extremely rarely, and at customer request have we used any other platform. Our company has come to rely on the exceptional value, quality and reliability of their hardware as it hosts our application. As you know, many of the largest cities in the United States rely on our CAD applications and cannot accept any hardware platform that cannot meet the unique challenges of computer-aided dispatching.

It is through this partnership with Hewlett-Packard that allows Northrop Grumman to provide these unique hardware platforms to the OEMC and ultimately to the citizens of Chicago. OEMC has benefitted from our partnership as it offers the best services to the citizens.

Sincerely,



Paul R. Martin

Manager, Operations Support & Maintenance

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Information Technology, Inc. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Information Technology, Inc. This document may be used by the authorized recipient solely for internal purposes.



Hewlett-Packard Company
8000 Foothills Blvd., M/S 5578
Roseville, CA 95747
www.hp.com

May 12, 2010

From: Hewlett Packard Company
Contact: Geraldine Wright

To: City of Chicago
Office of Emergency Management and Communications

RE: EDS Section V- Certifications

Regarding the Certifications, Section V.6:

On April 12, 2007, the United States filed a Complaint-in-Intervention against Hewlett-Packard ("HP"), which HP received from the Department of Justice on April 19, 2007. The complaint includes five counts of federal and common law violations: (1) False Claims Act ("FCA"); (2) Anti-Kickback Act ("AKA"); (3) Breach of Contract; (4) Payment by Mistake; and (5) Unjust Enrichment. HP is proud to partner with the government and is confident its business practices are appropriate. HP plans to vigorously defend this action and looks forward to demonstrating that HP has done nothing wrong.

On September 22, 2009, Hewlett-Packard Company ("HP") was served with a complaint filed by a private individual (relator) in U.S. District Court under the Civil False Claims Act. HP is one of numerous industry defendants named in the complaint. The complaint alleges violations of the Civil False Claims Act. HP understands that the U.S. Department of Justice has declined to intervene in the case. HP is proud to partner with the government and is confident its business practices are appropriate. HP plans to vigorously defend this action and believes that the case is completely without merit.

On February 4, 2010, Hewlett-Packard Company ("HP") was served with a complaint filed by a private individual (relator) in U.S. District Court under the Civil False Claims Act. The complaint alleges violations of the Civil False Claims Act. HP understands that the U.S. Department of Justice has declined to intervene in the case. HP is proud to partner with the government and is confident its business practices are appropriate. HP plans to vigorously defend this action and believes that the case is completely without merit.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

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

Yes

No

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

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

The Disclosing Party understands and agrees that:

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

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

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

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

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

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

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

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

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

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

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

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

CERTIFICATION

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

HEWLETT PACKARD COMPANY

Date: 5/18/10

(Print or type name of Disclosing Party)

By: [Signature]
(sign here)

GERALDINE WRIGHT

(Print or type name of person signing)

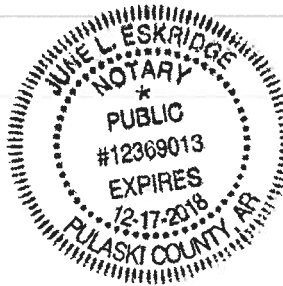
CONTRACT SPECIALIST

(Print or type title of person signing)

Signed and sworn to before me on (date) 5/18/2010, by Geraldine Wright
at Pulaski County, Arkansas (state).

[Signature] Notary Public.

Commission expires: 12-17-2018



AREA OF CONCERN		ISSUE	CITY'S FINAL DECISION	CITY COMMENTS
Hewlett Packard PO 15041				
Contract Change Request				
Article 3				
1	3.16: Insurance	Replace "named" with "include"	NOT ACCEPTABLE	
2		Replace "named" with "include"	NOT ACCEPTABLE	
3		All Risk Property - replace "named" with "include" and delete "additional insured"	NOT ACCEPTABLE	
4		Contractor is responsible for all loss or damage... as a result of the Agreement - This is outside the scope of insurance.	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
5		Contractor is responsible... owned, rented, leased, or used by Contractor - This is outside the scope of insurance	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
6		The insurance must provide for 60 days... canceled, or non-renewed must be replaced with: "The insurer shall endeavor to provide thirty (30) days written notice prior to cancellation"	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
7			CITY ACCEPTS WITH ADDITIONAL VERBIAGE	Approved. The paragraph will read: "The Contractor hereby waives and agrees their Workers Compensation and Property insurers to waive their rights of subrogation ."
8		Delete "The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements"	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
9	Subsection 3.18 (b): "Loss of City Data"	Added language that states HP will bear all costs required to restore the data for the City "and that is the City's sole remedy".	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
	Subsection 3.21 (b) "Records and Audits"			
10	3.21 b(ii)	Deleted original Subsection 3.21(b)(ii) which requires HP to maintain and disclose records related to services outside the scope of the Agreement.	CITY ACCEPTS	

11	Subsection 3.21(b)(v) (Subsection 3.21(b)(v) in original Agreement)	Deleted the requirement that HP maintain records for up to five years after the Agreement ends. HP will maintain those records up to one year after the Agreement ends.	NOT ACCEPTABLE	Not acceptable because of the Local Records Act. City may need to audit for up to 5 years after end of contract. Since this is a City contract, HP must comply with this and keep records for 5 years.
12		Added language that the City must provide reasonable notice to HP if the City requests an audit.	CITY ACCEPTS WITH ADDITIONAL VERBIAGE	The City will develop language that gives HP a 5 business day notice prior to conducting an audit
13		Added that HP must reimburse the City for the full cost of the audit and of each subsequent audit that reveals overcharges to the City of 5% or more of the total value	NOT ACCEPTABLE	HP's language would mean that the City could only charge HP for the cost of the audit if any overcharge is revealed (regardless of the amount). This shifts the risk of the costs of the re-audit onto the City.
14	Subsection 3.22 of the Agreement, titled "Confidentiality"	Modified language in Subsection 3.22(a) to create a mutual obligation of confidentiality.	NOT ACCEPTABLE	This would require some OEMC employees to sign a confidentiality agreement. This is not City policy
15	Article 8 Subsection 8.3 of the Agreement, titled "Joint and Several"	Deleted this section in its entirety.	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
	Article 9 Subsection 9.1 of the Agreement, titled "Events of Default"	Added subsection (g) as follows: "(g) The Contractor may, upon written notice to the City, terminate this Agreement for default, in whole or in part, and may cancel any unfulfilled obligation at any time, in the event the City fails to fulfill its payment obligations to Contractor, or if after ten (10) days written notice the City has not cured any other failure to perform under this Agreement. The termination of this Agreement will not affect payments due or fulfillment and payment of Services accepted prior to termination"		
16	Subsection 9.2 of the Agreement, titled "Remedies"	Subsection 9.2(a)	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED

17		Added the language, "Except for an event of default under Section 9.1 (g)...."	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
18		Deleted the option of a "Default Notice" where no time to cure is granted to HP. Attempted to clarify how a "Default Notice" and "Cure Notice" work with regards to termination.	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
19	Subsection 9.2 (a)	Deleted requirement that upon Default Notice that HP deliver all materials accumulated in the performance of this Agreement, whether completed or in the process	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
20	Subsection 9.2(b)	Deleted the City's right to "specific performance" in Subsection 9.2(b)(ii).	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
21	Subsection 9.2.1 of the Agreement, titled "Aggregate Limitation on Contractor's Liability"	Deleted Subsection 9.2(b)(viii) which allows the City to declare HP in default of other City contracts as a result of a breach of this Agreement	CITY ACCEPTS	
		Subsection 9.2.1(a)		
22		Deleted liability cap of \$7,000,000 and added a cap limited to a maximum of the amount paid by the City for Support during the period of a material breach up to a maximum of twelve months.	NOT ACCEPTABLE: HP AND CITY AGREE	ISSUE RESOLVED
23		Added language that states as a default HP is not liable for incidental, indirect, special, or consequential costs or damages, and lists specific examples.	NOT ACCEPTABLE	CITY CONTRACT LANGUAGE. CANNOT BE REMOVED
24	Subsection 9.2.1(b) This is the section on exceptions to limitation of liability	Subsection 9.2.1(b)(i) (of original Agreement) Deleted in its entirety.	NOT ACCEPTABLE	CITY CONTRACT LANGUAGE. CANNOT BE REMOVED
25		Subsection 9.2.1(b)(v) (of original Agreement) Deleted the term "personal injury" from HP's liability due to negligence, gross negligence, etc.	NOT ACCEPTABLE	CITY CONTRACT LANGUAGE. CANNOT BE REMOVED
26	Subsection 9.2.1(c) Article 10	Added the following language, "To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise."	NOT ACCEPTABLE	CITY CONTRACT LANGUAGE. CANNOT BE REMOVED
27	Subsection 10.10 of the Agreement, titled "Most Favored Customer"	Deleted this section in its entirety.	CITY ACCEPTS THIS WITH CONDITIONS (SEE NOTES)	HP does not engage in this. Contract negotiated under Compaq. HP will give the City best pricing. HP is developing language that can memorialize it and satisfy both parties



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2010

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017

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

J33445-MAIN-E&O-09/10
INSURED
HEWLETT-PACKARD COMPANY
3000 HANOVER STREET
PALO ALTO, CA 94304

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American International Specialty Lines Ins Co	26883
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/PROP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER TECH E&O	01-261-29-50	09/30/2009	09/30/2010	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER LOS-000979530-02

CITY OF CHICAGO
OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS (OEMC)
121 NORTH LA SALLE STREET
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Anna Kohli



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2010

PRODUCER
 MARSH RISK & INSURANCE SERVICES
 CA LICENSE #0437153
 777 S. FIGUEROA STREET
 LOS ANGELES 90017
 Attn: Reginald Sutton: Tel: 213-346-5257, Fax 213-346-5886
 J33445-Main-ALL-09-10

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

INSURED
 HEWLETT-PACKARD COMPANY
 3000 HANOVER STREET, MS 1041
 PALO ALTO, CA 94304-1181

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Co	24147
INSURER B: Tall Tree Insurance Co	10486
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWZY 58450	09/30/2009	09/30/2010	EACH OCCURRENCE	\$ 2,500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,500,000
						MED EXP (Any one person)	\$ N/A
						PERSONAL & ADV INJURY	\$ 2,500,000
						GENERAL AGGREGATE	\$ N/A
						PRODUCTS - COM/OP AGG	\$ N/A
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MWTB 20795	09/30/2009	09/30/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,500,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC.	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	470-1XL0049 XS \$2.5M SIR OR UNDERLYING POLICY	09/30/2009	09/30/2010	EACH OCCURRENCE	\$ 500,000
						AGGREGATE	\$ 500,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	MWC 11625900 As respects WC only, all states except CA, WA, CO, OR, OH and Monopolistic States	09/30/2009	09/30/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 CITY OF CHICAGO IS INCLUDED AS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER LOS-000979528-02

CITY OF CHICAGO
 OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS (OEMC)
 121 NORTH LA SALLE STREET
 CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
 Cynthia Glist *Cynthia Glist*

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

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

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

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

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

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.

CERTIFICATION

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

Hewlett Packard Company

Date: 5/18/10

(Print or type name of Disclosing Party)

By:

Geraldine Wright
(Sign here)

Geraldine Wright

(Print or type name of person signing)

Contract Specialist

(Print or type title of person signing)

Signed and sworn to before me on (date) 5/18/2010, by Geraldine Wright
at Pulaski County, Arkansas (State).

June L. Skidge Notary Public.

Commission expires: 12-17-2018.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

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

HEWLETT PACKARD COMPANY

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

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

OR

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

B. Business address of Disclosing Party: 3000 HANOVER STREET (CORPORATE ADDRESS)
PALO ALTO, CA 94304

C. Telephone: 614-791-9138 Fax: 614-439-3897 Email: Bonnie.Kavicky@hp.com

D. Name of contact person: Bonnie Kavicky

E. Federal Employer Identification No. (if you have one): 94-1081436

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

Maintenance services, warranty and out-of-warranty services or technology

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

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

Specification # 58084 and Contract # 15041

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note B.1.b below.

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

Delaware

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title
------	-------

See attachment for names and titles of officers and directors

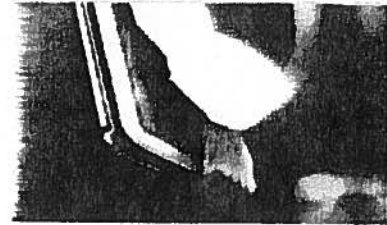
1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

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Board of directors

The biographies of our directors follow.

- » [Send e-mail to the HP Board of Directors](#)
- » [Send e-mail to HP Chairman and CEO Mark V. Hurd](#)



Marc L. Andreessen

Director since 2009

Mr. Andreessen is co-founder and a general partner of Andreessen Horowitz, a venture capital firm founded in July 2009, and co-founder and Chairman of Ning, Inc., an online platform founded in late 2004 for people to create their own social networks. From September 1999 to July 2007, Mr. Andreessen served as Chairman of Opsware, Inc., a software company that he co-founded. Mr. Andreessen also is a director of eBay Inc.



Lawrence T. Babbio, Jr.

Director since 2002

Mr. Babbio has served as a Senior Advisor to Warburg Pincus, a private equity firm, since June 2007. Previously, Mr. Babbio served as Vice Chairman and President of Verizon Communications, Inc., a telecommunications company, from 2000 until his retirement in April 2007.



Sari M. Baldauf

Director since 2006

Ms. Baldauf served as Executive Vice President and General Manager of the Networks business group of Nokia

Corporation, a communications company, from July 1998 until February 2005. She previously held various positions at Nokia since 1983. Ms. Baldauf also serves as a director at Fortum Oyj, Daimler AG, F-Secure Corporation and CapMan Plc.



Rajiv L. Gupta

Director beginning January 2009.

Mr. Gupta has served as a Senior Advisor to New Mountain Capital, LLC, a private equity firm, since July 2009. Previously, Mr. Gupta served as Chairman and Chief Executive Officer of Rohm and Haas Company, a worldwide producer of specialty materials, from October 1999 to April 2009. Mr. Gupta occupied various other positions at Rohm and Haas since joining the company in 1971, including Vice-Chairman from 1998 to 1999; Director of the Electronic Materials business from 1996 to 1999; and Vice-President and Regional Director of the Asia-Pacific Region from 1993 to 1998. Mr. Gupta also is a director of The Vanguard Group and Tyco International Ltd.



John H. Hammergren

Director since 2005

Mr. Hammergren has served as Chairman of McKesson Corporation, a healthcare services and information technology company, since July 2002 and as President and Chief Executive Officer of McKesson since April 2001. Mr. Hammergren also is a director of Nadro, S.A. de C.V. (Mexico).



Mark V. Hurd

Director since 2005

Mr. Hurd has served as HP Chairman since September 2006 and as Chief Executive Officer, President and a member of

the board since April 2005. Prior to that, he served as Chief Executive Officer of NCR Corporation, a technology company, from March 2003 to March 2005 and as President from July 2001 to March 2005. From September 2002 to March 2003 Mr. Hurd was the Chief Operating Officer of NCR, and from July 2000 until March 2003 he was Chief Operating Officer of NCR's Teradata data-warehousing division.



Joel Z. Hyatt

Director since 2007

Mr. Hyatt has served as Vice Chairman of Current Media, LLC, a cable and satellite television company, since July 2009. Previously, Mr. Hyatt served as Chief Executive Officer of Current Media from September 2002 until July 2009. From September 1998 to June 2003, Mr. Hyatt was a Lecturer in Entrepreneurship at the Stanford University Graduate School of Business. Prior to that, Mr. Hyatt was the founder and Chief Executive Officer of Hyatt Legal Plans, Inc., a provider of employer-sponsored group legal plans.



John R. Joyce

Director since 2007

Mr. Joyce has served as a Managing Director at Silver Lake, a private equity firm, since July 2005. From 1975 to July 2005, he served in multiple roles for IBM, a global technology firm, including Senior Vice President and Group Executive of the IBM Global Services division; Chief Financial Officer; President, IBM Asia Pacific; and Vice President and Controller for IBM's global operations. Mr. Joyce is also a director of Gartner, Inc.; Avago Technologies Limited; Sabre, Inc.; Serena Software, Inc.; and Intelsat, Ltd.



Robert L. Ryan

Director since 2004

Mr. Ryan has served as HP's Lead Independent Director since September 2008. He served as Senior Vice President and Chief Financial Officer of Medtronic, Inc., a medical technology company, from 1993 until his retirement in May 2005. Mr. Ryan also is a director of General Mills, Inc.; The Black and Decker Corporation; and Citigroup, Inc.

Lucille S. Salhany

Director since 2002

Ms. Salhany has served as President and Chief Executive Officer of JHMedia, a consulting company, since 1997. Since 2003, she has been a partner and director of Echo Bridge Entertainment, an independent film distribution company.



G. Kennedy Thompson

Director since 2006

Mr. Thompson has served as an Executive Advisor to Aquiline Capital Partners LLC, a private equity firm, since June 2009. Previously, Mr. Thompson served as Chairman of Wachovia Corporation, a financial services company, from February 2003 until June 2008. Mr. Thompson also served as Chief Executive Officer of Wachovia from 2000 until June 2008 and as President from 1999 until June 2008.



any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes

No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
SSI	3630 Commercial Ave. Northbrook IL 60062	Indirect Support HP Reseller Program	
Advotek, Inc.	148 Ogden Avenue Downer's Grove, IL	Indirect Support HP Reseller Program	

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 2, 3 and 4 concern:
 - the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

See attached letter pertaining to certifications.

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

[] is [x] is not

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

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

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

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

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes

No

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

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

Name

Business Address

Nature of Interest

N/A

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