

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Office of Emergency Management and Communications for the product and/or services described herein.

This is a request for \_\_\_\_\_ (Name of Person or Firm) (One-Time Contractor Requisition # \_\_\_\_\_, copy attached) or \_\_\_\_\_ Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_ (Program Name) 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  
Specification #: 58084

Company or Agency Name: Hewlett Packard Co.

Modification #: \_\_\_\_\_

Contract or Program Description: One year time extension and Vendor Limit Increase for Hewlett Packard to provide technical support and maintenance to equipment and software applications supporting the Computer Aided Dispatch System (CAD).

(Attach List, if multiple) \_\_\_\_\_

Rosemary McDonnell 746.9369  
Originator Name Telephone

[Signature] OEMC May 25, 2010  
Signature Department Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

<input checked="" type="checkbox"/> <b>PROCUREMENT HISTORY</b> See attached
<input checked="" type="checkbox"/> <b>ESTIMATED COST</b> \$740,927.87
<input checked="" type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b> Project duration will be an additional 12 months. New contract end date will be May 31, 2011.
<input checked="" type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b> See attached
<input checked="" type="checkbox"/> <b>OTHER</b> Draft Amendment. See attached.

**APPROVED BY:** [Signature]  
DEPARTMENT HEAD OR DESIGNEE  
Frank Lindblom, Deputy Director OEMC

5/25/10  
DATE

[Signature]  
BOARD CHAIRPERSON

6.11.10  
DATE

[Signature] 6/14/10  
CPO, DATE



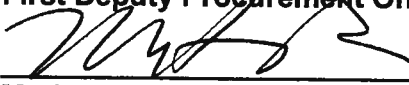
City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Jamie L. Rhee  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-0010 (FAX)  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

**Date:** June 9, 2010  
**To:** Rich Butler  
First Deputy Procurement Officer  
**From:**   
Mark J. Hands  
Managing Deputy Procurement Officer

**Re:** Non-Competitive Procurement Review Board  
June 1, 2010 Meeting

**Description:** Extension/Vendor Limit Increase for Hewlett Packard

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<b>Requisition No.:</b>	<b>46448</b>
<b>Specification No.:</b>	<b>58084</b>
<b>Requesting Department:</b>	<b>OEMC</b>

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The Non-Competitive Procurement Review Board has reviewed the submittal from OEMC dated May 25<sup>th</sup>, 2010. After reviewing the attached documentation, this request has been approved to extend the Hewlett Packard contract for one additional period and increase the vendor limit by \$740,927.87.

The Non-Competitive Procurement Review Board conditionally approved this request 5-0. The Board asked that OEMC: 1) submit an HP MBE/WBE Compliance Plan for extension and 2) an Exclusivity Letter from Northrup Grumman. To date, all conditions have been met.

NEIGHBORHOODS





City of Chicago  
Richard M. Daley, Mayor

Office of Emergency Management  
and Communication

José A. Santiago  
Executive Director

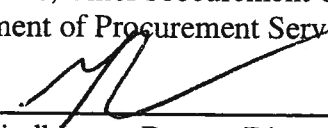
1411 West Madison Street  
Chicago, Illinois 60607-1809  
(312) 746-9111  
(312) 746-9120 (FAX)

<http://www.cityofchicago.org>

**MEMORANDUM**

**TO:** Mark Hands, Chair  
Sole Source Board

Jamie Rhee, Chief Procurement Officer  
Department of Procurement Services

**FROM:**   
Frank Lindbloom, Deputy Director of Finance  
Office of Emergency Management and Communications

**DATE:** June 8, 2010

**RE:** Presentation to Sole Source Board-Follow up Documents  
Hewlett Packard PO#15041 Spec 58084

Thank you for the opportunity to present to the Sole Source Board on June 1, 2010. At that time, we requested a time extension and vendor limit increase for the Hewlett Packard contract, PO 15041.

The Sole Source Board gave us conditional approval pending submission of follow-up documentation. As requested, enclosed are the following documents:

- ✓ Hewlett Packard MBE/WBE Compliance Plan for 1 year time extension
- ✓ Hewlett Packard Schedule D-1
- ✓ Exclusivity letter from Northrup Grumman Systems Corporation

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

Thank you.

Cc: James Carroll, OEMC  
Rosemary McDonnell, OEMC  
Aric Roush, OEMC  
Charlita Fain, DPS  
John O'Brien, DPS

NEIGHBORHOODS





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

Geraldine Wright  
Contract Specialist  
Hewlett Packard Company  
8000 Foothills Blvd.  
Roseville, CA 95747  
ph: (916) 785-0596  
Fax: (800) 386-1118  
geraldine.wright@hp.com

June 3, 2010

City of Chicago  
Attn: Jamie Rhee  
Chief Procurement Officer  
Department of Procurement Services  
121 N. LaSalle Street  
Chicago, IL 60602

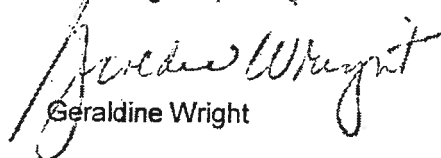
Dear Jamie Rhee:

In response to your request regarding HP's Goal Implementation Plan related to the MBE/WBE requirements set out in the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment policy document, HP has attached a copy of the Affidavit of MBE/WBE Goal Implementation Plan ("Schedule D-1"). In addition, Schedule D-1 was included with the HP response to the Economic Disclosure Statement documents and forwarded to Joseph Chan last week on May 25, 2010. Schedule D-1 includes the proposed Goal Implementation Plan, estimated goal percentages and dollar amounts for purchases of indirect support from HP authorized resellers, Advotek, Inc. ("Advotek") and Systems Solutions, Inc. ("SSI").

Under HP's Goal Implementation Plan if the product is purchased directly from HP, HP shall pay a fee for the MBE/WBE resellers to provide pre and post sales support to different local government and educational agencies. The indirect support amounts noted in Schedule D-1 are the estimated fees HP will pay to each MBE/WBE reseller based on the current annual contract volume. The indirect support amounts shall be applied to achieve the MBE/WBE goals for this one (1) year contract renewal period of The Professional Services Agreement, Contract No. 15041, between the City of Chicago and HP.

As always, if you have any questions or need any additional information, please feel free to contact me or Bonnie Kavicky at (614) 791-9138.

Best Regards,

  
Geraldine Wright

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: Naushad Ali Phone: (847) 272-6160

Dollar Amount of Participation \$ 158,462 (est annual indirect support)

Percent Amount of Participation: 25 %

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

Address: 148 Ogden Avenue, Downers Grove, IL

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

Dollar Amount of Participation \$ 31,693 (est annual indirect support)

Percent Amount of Participation: 5 %

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

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

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

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

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

8. Attach additional sheets as needed. *pw*

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<i>pw</i> SYSTEM SOLUTIONS	\$ 158,467 (retained)	25 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<i>Advent Inc.</i>	\$ <i>31,693 (estimated)</i>	<i>5</i> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
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: Debra Lee, Contract Prog Mgr Phone Number: (847) 537-0344

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,

Signature of Affiant (Date) *Geraldine Wright*

State of Arkansas  
County of Pulaski

This instrument was acknowledged before me on 5/18/2010 (date)  
by Geraldine Wright (name /s of person/s)  
as Contracts Administrator (type of authority, e.g., officer, trustee, etc.)  
of Hewlett Packard (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.



City of Chicago  
Richard M. Daley, Mayor

Office of Emergency Management  
and Communication

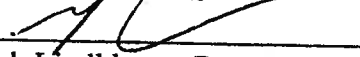
José A. Santiago  
Executive Director

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**MEMORANDUM**

**TO:** Mark Hands, Chair  
Sole Source Board

Jamie Rhee, Chief Procurement Officer  
Department of Procurement Services

**FROM:**   
Frank Lindbloom, Deputy Director of Finance  
Office of Emergency Management and Communications

**DATE:** May 25, 2010

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

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 recently requested, and received, a 12-month time extension for this contract, with a new end date of May 31, 2011.

**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.

NEIGHBORHOODS



BUILDING CHICAGO TOGETHER



OEMC would face significant risk allowing an unauthorized 3<sup>rd</sup> 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 support of our request, please find the following:

- ✓ Justification for Non-Competitive Procurement Form
- ✓ DPS Project Checklist
- ✓ Scope of Service
- ✓ Compensation Schedule
- ✓ Draft Amendment

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

Thank you.

FL/rcm

Cc: James Carroll, OEMC  
Rosemary McDonnell, OEMC  
Aric Roush, OEMC  
Joseph Chan, DPS  
John O'Brien, DPS

# 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: May 18, 2010	Need by (estimated date): June 30, 2010	
Requisition No. 46448	Contact Person:	Project Manager:
Specification No.: (if known) 58084	Rosemary McDonnell	Arlc Roush
PO No.: (if known) 15041	Telephone: 746.9369	Telephone: 746.9268
Modification No.: (if known) 1	Fax:	Fax:
Previous PO No.: (if known)	Email: mcdonnell@cityofchicago.org	Email: aroush@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
	010	0100	0584110	0138	220138				740,927.87

Term Estimated Value \$740,927.87

\*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):

<b>New Request</b>	<b>Modification/Amendment</b>
<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 type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
<b>Forms</b>	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 12-months June 1<sup>st</sup>, 2010 – May 31<sup>st</sup>, 2011

\*\* 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.

# DPS PROJECT CHECKLIST

**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  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:

# DPS PROJECT CHECKLIST

## 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

# DPS PROJECT CHECKLIST

\*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 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:

## 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:

## **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.

#### **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, CPD and CFD

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 costs as follows:

Software Support Labor and Materials:	\$102,657
Hardware Support, Labor Materials/ Management & Consulting/ Critical Advisory Services:	\$638,270.87
Total	\$740,927.87

The revised compensation schedule and quotes from HP are attached.

The City reserves to right to extend the duration of this contract for two (2) 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.

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF CHICAGO OFFICE OF EMERGENCY MANAGEMENT AND  
COMMUNICATIONS  
AND  
HEWLETT-PACKARD COMPANY**

This Amendment No. 1 to The Professional Services Agreement ("Amendment") is made as of the \_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Chicago ("City") and Hewlett-Packard Company ("Contractor"). All capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the Agreement.

**RECITALS**

WHEREAS, the Parties wish to amend The Professional Services Agreement, Contract No. 15041, with an Effective Date of June 1, 2007 (hereinafter referred to as the "Agreement") to amend and add certain terms and conditions related to the Services provided pursuant to the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises and covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the City of Chicago and HP agree to amend the Agreement as follows:

Contract No.: 15041:

1. Article 2, Subsection 2.1 of the Agreement, titled "Definitions" shall be amended as follows and all references to "ASC" and "HSS" in the Agreement and Exhibits shall be replaced with "ASM" and "MCHS" respectively:

**"Acceptance"** means that Services and Support performed under this Agreement will be accepted upon performance.

**"ASM" or "Account Support Manager"** means the primary onsite contact for process or Support issues for the Services being provided. The individual (s) are identified in Exhibit 1 Section 5 (a).

**"MCHS" or "Mission Critical Hardware Specialist"** means the individual(s) identified in Exhibit 1 Section 5(a). The MCHS is responsible for proactive hardware related activities and works in conjunction with other support team personnel to provide an integrated Support solution."

2. Article 2, Subsection 2.4 of the Agreement, titled "Hierarchy of Terms" shall be amended as follows:

"Any conflicts within this Agreement will be resolved according to the following order of precedence: (i) this Agreement; (ii) an Exhibit; and (iii) an Attachment."

3. Article 3, Subsection 3.1 of the Agreement, titled "Scope of Services" shall be amended as follows:

“(a) Post Warranty Added and Upgraded Warranty Products

Contractor will perform the Services for all Post-Warranty Products and Warranty Products for which the Executive Director or his appointed designee has requested that Services be performed after the Effective Date of the Agreement at the Service level selected or at the Default Service Level (as defined below) for each such Post Warranty Product and Warranty Product listed and at the rates set forth in Exhibit 2. **“Warranty Products”** means products manufactured by Contractor and in the possession of the City, which are currently covered by Contractor under a separate standard warranty. **“Post Warranty Products”** means products manufactured by Contractor and in the possession of the City for which Contractor’s standard warranty period has expired. The Contractor must inform the City within thirty (30) days of the expiration of the standard warranty as part of the Inventory Period list referenced in subsection 3.5, whereupon City will inform Contractor of the desired Service level for any Post-Warranty Products. With respect to “Post Warranty Products,” the Service level shall automatically default to the uplifted Service level, if any, at which Contractor maintained that product during the warranty period (**“Default Service Level”**) if Contractor receives no notification of the desired Service level. If a Post Warranty Product had not been covered under an uplifted service level during its warranty period, then the Default Service Level for that Product will be the Service level that provides the maintenance and support services that are the most similar to Contractor’s obligations under the expired warranty for that Product. The addition of Post Warranty and Warranty Products to this Agreement after the Effective Date of the Agreement shall be deemed **“Minor Changes”** and shall not require an amendment to the Agreement. Upon the request of the Executive Director, Exhibit 2 will be modified from time to time between the one-hundred eighty (180) day inventory Report to reflect the inclusion of Post-Warranty Products and Warranty Products as Products to be covered under this Agreement (Post Warranty Products and Warranty Products to be deemed **“Post Warranty Added Products”** and **“Upgraded Warranty Products,”** respectively, upon inclusion in Exhibit 2).

City may obtain Services at any time with respect to a Post-Warranty Product that has not been added to Exhibit 2, for whatever reason, so long as City pays all applicable Monthly Service Fees for such Post-Warranty Product retroactive to the date of the warranty expiration for such Product. Notwithstanding the foregoing, Contractor will not be subject to the applicable SLA’s and the associated penalties for the initial service call. In addition, the payment terms in Article 5 shall apply.”

4. Article 3, Subsection 3.5 of the Agreement, titled “Inventory of City’s Covered Products” shall be amended as follows:

“(a) Upon execution of this Agreement, and in accordance with the “General Scope of Work in Exhibit 1, Section 1, Exhibit 2 shall constitute the inventory list. The City must update and submit in writing an updated inventory list of Products to Contractor as of every thirty (30) day period (“Inventory Period”) commencing on the one month anniversary following the Effective Date. Once accepted, in writing, by Contractor as described in this Section 3.5, each such updated list will

replace the then current Exhibit 2 (the "Monthly Update"). The update will also include Post Warranty Added Products and Upgraded Warranty Products, will be in such detail as Contractor requests, and will include the model number of each item, description/location of each Product, any additions and/or deletions to the quantity of each Product covered under the Agreement, the Unit Prices, the Monthly Service Fees, the Monthly Charges, and the Adjusted Monthly Charges for each item.

(b) On every one-hundred eighty (180) day anniversary date of this Agreement, Contractor must prepare an inventory report of the covered Products ("Report") which shall be partly based on the Inventory Period lists and must reflect any changes in quantities or types of equipment. Contractor must provide the Report to the City and include the Monthly Service Fees for each Product, the then current number of units of each Product covered under this Agreement and such other information as the City may request. The Report must be submitted to the City within thirty (30) days for the City to provide Contractor with an accurate monthly Inventory Period list. The City and Contractor will review and approve the Report. The parties will have ten (10) calendar days from the date of approval of the Report to raise any objections to the approved Report. The parties will review any such objections and may modify the approved Report as it deems applicable or, if the parties do not object to the approved Report within the ten (10) day period, then the Report will be considered to be the final approved Report and will then be used to replace the then existing Exhibit 2."

5. Article 3, Subsection 3.14 of the Agreement, titled "Personnel" shall be amended as follows:

"(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, and qualified to perform the Services, as determined by the Contractor. Contractor must include among its staff the Key Personnel and positions as identified in Exhibit 1, Section 5. The level of staffing may be revised from time to time by notice in writing from Contractor to the City.

(b) Key Personnel

Contractor must provide written notice when reassigning or replacing Key Personnel. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.14. The Key Personnel will include the MCP Service Manager (MCPSM), who will be primarily responsible for the performance of the Services under the Agreement. If any Key Personnel furnished by Contractor for Services in accordance with this paragraph should be unable to continue in the performance of assigned duties, Contractor must furnish to the City the name and qualifications of the proposed replacement Key Personnel together with any other non-confidential information the City may reasonably require. The City, after receiving notice of the replacement and the information regarding his or her qualifications, shall promptly provide to Contractor any concerns related to the proposed replacement Key Personnel.

Contractor must submit requests for any change to Key Personnel to the City within fifteen (15) days prior to any proposed change, provided such change is not due to reasons beyond Contractor's reasonable control including but not limited to death, illness, or termination of employment with less than fifteen (15) days notice, provided however in such cases Contractor shall use commercially reasonable efforts to provide advance notice to the City as promptly as possible, and any and all replacement of Key Personnel. Upon notice to the City, such substitute person shall be assigned to the Services. After Contractor provides notice that Key Personnel will be replaced, the City may request an opportunity to consider additional candidates to substitute. Contractor will promptly provide names and qualifications for additional qualified candidates. This process shall be repeated one (1) time and then a proposed replacement shall be approved by the parties. Contractor shall bear no responsibility or liability for any delays in Contractor's delivery of Services attributable solely to City's delay in acceptance or rejection of proposed replacement Key Personnel."

6. Article 10, Subsection 10.1(a) of the Agreement, titled "Entire Agreement" shall be amended as follows:

**"(a) General**

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

Exhibit 1 – Scope of Services and Time Limits for Performance:

7. The first paragraph of Exhibit 1, titled "General Description of Work" shall be amended and the following language shall be added as paragraph 2:

"The focus of this custom MCP is to provide Critical Service response to the CAD System and the key systems supporting the CAD environment. The CAD Systems and key systems support the CAD environment will be placed on the highest level of support available to that equipment, primarily CS. Other non-CAD and non-key systems (i.e. training systems) will be placed under lower levels of support, such as Proactive 24 Support, Support Plus 24, Proactive Essentials, and Next-Day support."

8. Section 3, Subsections B, C, D, and E of Exhibit 1, titled "Response Times and Performance Standards" shall be amended as follows:

**"B. Critical Service (CS) Support**

(1) All responses (remote and on-site) shall be provided by Contractor twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year. Response time begins when the initial service request is received and logged with Contractor.

- A. When Contractor receives a call for Services from the City that is deemed "critical," regardless if the affected system is operational or fully down,

Contractor will provide fifteen (15) minute telephone response and intervention by a MCP Technical Account Manager (TAM).

- B. When Contractor receives a call for Services from the City that is deemed "non-critical", Contractor will respond via telephone within sixty (60) minutes of the initial request.
- C. If the City requires an on-site response, a field technician will be dispatched by Contractor and arrive at the 911 Center within four (4) hours of the determination that an on-site response is required.
- D. In the event that a response is not received in accordance with (a), (b) or c above, and the City determines an issue/problem has not been resolved, Contractor must implement the escalation procedure set forth in section 3.10 of the Agreement.

## (2) Six (6) Hour Hardware Call-to-Repair Commitment

For critical problems with Contractor Hardware and other eligible hardware, Contractor will use commercially reasonable efforts to return the covered Hardware to operating condition within six (6) hours of the initial call to the AGSC. Call-to-repair time refers to the period of time that begins when the Customer's telephone call is received by the Contractor solution center and ends with Contractor's determination that the Hardware is repaired.

The reactive commitment is complete upon Contractor verification, through the use of diagnostics or other means, that the malfunction has been corrected. At its sole discretion, Contractor may temporarily or permanently replace the Hardware in order to meet the commitment. Reactive commitments do not include time required for recovery of application software or compromised data.

A server is considered to be available for use when an operating system prompt is re-established and the operating system is restored to the City's last configuration or, alternatively, when the operating system is restored to a generic configuration for that operating system version. It does not include time needed for recovery of middleware, application software, or data. While a permanent solution is developed, a temporary fix or workaround may be employed.

## Service Prerequisites

The Hardware call-to-repair commitment detailed above requires that all applicable Hardware covered by the service Agreement must receive quarterly OS/OE patch analysis and management, unless they are replicated versions of the devices covered by this Agreement, which already receive the required patch analysis and management reviews.

## Customer responsibilities

Any Hardware call-to-repair or call-to-restoration commitment requires remote console connectivity. The Hardware call-to-repair commitments are dependent on the City's providing immediate and unrestricted access to the systems. Also, these commitments do not apply when access to the systems, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied.

- (3) Other Services that will be provided include, but are not limited to, the following:
- A U.S. toll-free telephone number for direct access to Contractor's AGSC located within the US
  - Support from a custom remote Mission Critical Partnership Team tailored to meet the City's specific Support requirements
  - Named MCP Technical Account Manager(s) and a Backup Technical Account Manager(s) for remote proactive and reactive Support
  - Named Account Support Consultant(s) for onsite proactive Support and account management
  - Named Hardware Support Specialist(s) for onsite proactive Hardware Support
  - Named MCP Service Manager and Backup MCP Service Manager(s)
  - 24 x 7 access to the MCP Team for handling critical problems
  - An account support plan developed by the Account Support Consultant
  - Monthly service activity reviews via telephone
  - Periodic 6-month system health check, including remote diagnostics on 2 core systems receiving Critical Services Support
  - Operational and technical advice
  - Proactive OS/OE patch analysis and management
  - Proactive storage firmware and software analysis and management
  - Notification of problems and fixes discovered pursuant to the system health check or problems and fixes Contractor is aware of on other systems maintained by Contractor
  - Electronic remote monitoring and support (requires ISEE)
  - Quarterly onsite Support Planning and Review sessions
  - Monthly reports on service request activity and quarterly service activity reviews and trend analysis
  - An annual City site visit to the 911 Center (1411 W. Madison)

See Attachment A for a detailed description of all core and optional Critical Service Support Deliverables.

### **C. Proactive 24 Support**

- (1) All responses (remote and on-site) shall be provided by Contractor twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year. Response time begins when the initial service request is received and logged with Contractor.
- A. When Contractor receives a call for Services from the City that is deemed "critical" and the system is down, Contractor will respond via telephone within thirty (30) minutes of the initial request.
  - B. When Contractor receives a call for Services from the City that is deemed non-critical Contractor will respond via telephone within two (2) hours of the initial request.
  - B. If the City requires an on-site response, a field technician will be dispatched by Contractor and arrive at the 911 Center within four (4) hours of the determination that an on-site response is required.
- (2) Other Services that will be provided include, but are not limited to, the following:

- A U.S. toll-free telephone number for direct access to Contractor's AGSC located within the US
- Named Account Support Consultant for onsite proactive support and account management
- Support from a custom remote Mission Critical Partnership Team tailored to meet the City's specific support requirements
- Named MCP Technical Account Manager(s) and a Backup Technical Account Manager(s) for remote proactive and reactive support
- Named MCP Service Manager and Backup MCP Service Manager(s)
- An account support plan developed by the Account Support Consultant
- Operational and technical advice
- Proactive OS/OE patch analysis and management
- Proactive semi-annual storage firmware and software analysis and management
- Proactive semi-annual storage firmware and software analysis and management
- Network software and firmware updates and critical problem notification
- Quarterly service activity reviews in conjunction with Critical Service Support
- Notification of problems and fixes discovered pursuant to the system health check or problems and fixes Contractor is aware of on other systems maintained by Contractor
- Semi-annual onsite Support Planning and Review sessions in conjunction with Critical Service Support
- Electronic remote monitoring and support (requires ISEE)
- 1 "level B" technical services per year, or equivalent

See Attachment B for a detailed description of all core and optional Proactive 24 Support Deliverables.

#### **D. Proactive Essentials Support**

(1) All remote responses shall be provided by Contractor either twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year or nine (9) hours per day, five (5) days per week excluding weekends and Contractor holidays. Response time begins when the initial service request is received and logged with Contractor. For 9x5 Support, calls received outside the covered hours of support will be logged the next day for which the Customer has a coverage window.

##### **A. For 24X7 coverage:**

(i) When Contractor receives a call for Services from the City that is deemed "critical" and the system is down, Contractor will respond via telephone within thirty (30) minutes of the initial request.

(ii) When Contractor receives a call for Services from the City that is deemed non-critical Contractor will respond via telephone within two (2) hours of the initial request.

##### **B. For 9X5 coverage:**

(i) When Contractor receives a call for Services from the City that is deemed "critical" and the system is down, Contractor will respond via telephone within thirty (30) minutes of the initial request during the coverage window. Calls received outside this window will be logged the next day for which the Customer has a coverage window.



(ii) When Contractor receives a call for Services from the City that is deemed non-critical Contractor will respond via telephone within two (2) hours of the initial request during the coverage window. Calls received outside this window will be logged the next day for which the Customer has a coverage window.

- C. Hardware support is an optional service and is contracted separately. Hardware and software support must carry the same coverage window.
- D. In the event that a response is not received in accordance with (a), (b), or (c) above, and the City determines an issue/problem has not been resolved, Contractor must implement the escalation procedure set forth herein.

(2) Other Services that will be provided include, but are not limited to, the following:

- A U.S. toll-free telephone number for direct access to Contractor's AGSC located within the US
- An assigned TAM
- Support from a custom remote Mission Critical Partnership Team tailored to meet the City's specific support requirements
- Named MCP Technical Account Manager(s) and a Backup Technical Account Manager(s) for remote proactive and reactive support
- Named MCP Service Manager and Backup MCP Service Manager(s)
- License to use and copy software product updates
- Access to electronic support information and services
- Operational and technical advice
- An Account Support Plan developed by the TAM
- Semi-annual remote Support Planning and Review sessions
- OS/OE patch analysis and recommendations (single server)
- Semi-annual storage firmware and software analysis and recommendations (single array)
- Semi-annual SAN firmware and software analysis and recommendations (single switch)

See Attachment C for a detailed description of all core and optional Proactive Essentials Support Deliverables.

## **E. Support Plus and Support Plus 24**

(1) All responses (remote and on-site) shall be provided by Contractor at the appropriate service levels for the individual Products as listed in Exhibit 2. Response time begins when the initial service request is received and logged with Contractor. The coverage window specifies the time during which services are delivered onsite or remotely. Calls received outside this window will be logged the next day for which the City has a coverage window. Hardware and software support must carry the same coverage window.

The following coverage windows are available for eligible products:

- **Standard business hours, standard business days:** (available for Software Support only) Service is available between 8:00 am and 5:00 pm local time, Monday through Friday excluding Contractor holidays.

- **13x5 Extended business hours, standard business days** Service is available between 8:00 am and 9:00 pm local time, Monday through Friday excluding Contractor holidays.
- **24x7:** Service is available twenty-four (24) hours a day, Monday through Sunday including all Contractor holidays.
  - A. When Contractor receives a call for Services from the City that is deemed "critical" and the system is down, Contractor will respond via telephone within thirty (30) minutes of the initial request.
  - B. When Contractor receives a call for Services from the City that is deemed non-critical Contractor will respond via telephone within two (2) hours of the initial request.
  - C. If the City requires an on-site response, a field technician will be dispatched by Contractor and arrive at the 911 Center within four (4) hours of the determination that an on-site response is required.
  - D. In the event that a response is not received in accordance with (a), (b), or (c) above and the City determines an issues/problem has not been resolved, Contractor must implement the escalation procedure set forth herein."

(2) Other Services that will be provided include, but are not limited to, the following:

- A U.S. toll-free telephone number for direct access to Contractor's AGSC located within the US
- Support from a custom remote Mission Critical Partnership Team tailored to meet the City's specific support requirements
- Remote problem diagnosis and support for hardware products
- License to use and copy software product updates
- Access to electronic support information and services

See Attachment D for a detailed description of all core and optional Support Plus and Support Plus 24 Support Deliverables."

9. The "Contractor Holidays" Table in Section 4, Subsection B of Exhibit 1, titled "Other Items and Services to be Provided" shall be updated and replaced with the following table:

**CONTRACTOR HOLIDAYS: (may be updated from time to time):**

<b>Holiday</b>	<b>Date 2010</b>	<b>Day of the week</b>
New Year's Day	January 1	Friday
Martin Luther King Day	January 18	Monday
Presidents' Day	February 15	Monday
Memorial Day	May 31	Monday
Independence Day	July 5	Monday
Labor Day	September 6	Monday
Thanksgiving Day	November 25	Thursday
Friday following Thanksgiving	November 26	Friday

Holiday	Date 2010	Day of the week
Christmas	December 24	Friday
Company-Designated Floater	December 31	Friday

Holiday (estimate*)	Date 2011	Day of the week
New Year's Day	January 3	Monday
Martin Luther King Day	January 17	Monday
Presidents' Day	February 21	Monday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Thanksgiving Day	November 24	Thursday
Friday following Thanksgiving	November 25	Friday
Christmas	December 26	Monday
Company-Designated Floater	December 31*	Friday

Holiday (estimate*)	Date 2012	Day of the week
New Year's Day	January 2	Monday
Martin Luther King Day	January 16	Monday
Presidents' Day	February 20	Monday
Memorial Day	May 28	Monday
Independence Day	July 4	Wednesday
Labor Day	September 3	Monday
Thanksgiving Day	November 22	Thursday
Friday following Thanksgiving	November 23	Friday
Company-Designated Floater	December 24*	Monday
Christmas	December 25	Tuesday

10. Section 5, Subsections A and B of Exhibit 1, titled "Contractor MCP Support Team" shall be amended as follows:

**"A. Personnel**

In addition to the personnel provisions contained in this Exhibit 1, Contractor shall comply with all personnel provisions contained in the Agreement. The MCP Team means those members identified specifically listed below and such list may be updated by Contractor from time to time with written notice to the City. The MCP Team shall deliver remote Support to the City of Chicago in accordance with the terms and conditions of this Agreement.

General functional areas of responsibilities for MCP Team members include, but are not limited to, the tasks identified below. All MCP Team members shall be accessible as indicated:

**MCP Service Manager (MCPSM) or Backup MCP Service Manager**  
(Available by telephone Monday through Friday, excluding Contractor holidays, between the hours of 8:00AM and 5:00PM, Central Time, and 24X7 for escalations.)

**MCP Technical Account Manager (TAM) and Backup Technical Account Manager**

(Available by telephone Monday through Friday, excluding Contractor holidays, between the hours of 8:00AM and 5:00PM, Central Time for Proactive Support and available 24X7 for remote advisory and remedial support.)

**Local District Service Delivery Manager**

(Available by telephone Monday through Friday, excluding Contractor holidays, between the hours of 8:00AM and 5:00PM, Central Time.)

**Account Support Consultant (ASC)**

(Available by telephone Monday through Friday, excluding Contractor holidays, between the hours of 8:00AM and 5:00PM, Central Time. The ASC may also be available at other times as mutually agreed upon and scheduled in advance. Support outside normal Contractor business hours is purchased separately. Hours are subject to local availability)

**Hardware Support Specialist (HSS)**

(Available by telephone Monday through Friday, excluding Contractor holidays, between the hours of 8:00AM and 5:00PM, Central Time. The HSS may also be available at other times as mutually agreed upon and scheduled in advance. Support outside normal Contractor business hours is purchased separately. Hours are subject to local availability)

**Local Field Service Engineer**

(Available by telephone Monday through Friday, excluding holidays, between the hours of 8:00AM and 5:00PM, Central Time. After hours, the standby Service Engineer will be dispatched by the AGSC as required to meet the Agreement response times.)

The named MCP Service Manager will ensure that the MCP Service is delivered in conformance to this Agreement and will be the City's primary contact for escalations. A MCPSM is available by telephone twenty-four (24) hours per day, seven days per week and will automatically be engaged in Critical Service Requests. The MCPSM is responsible for the overall delivery of the MCP Service solution for the City. The MCPSM is the City's single IT management focal for all service related issues, technical escalations and MCPT/City integration actions. The MCPSM serves as the City's single point of contact for all service related issues and actions and is the City's remote service advocate within Contractor. A MCP Service Manager manages escalations for the City issues. Contractor will maintain primary escalation points of contact. This provides for a seamless transition of management of escalation support for the City. The MCPSM can escalate calls from the MCP Team to an extended level of support, which may involve additional technical resources, product engineering, the account management team, and/or senior management. The MCPSM will follow Contractor's guidelines for escalation; however, the MCPSM may choose to engage other resources sooner, if necessary, for problem resolution. The MCPSM is responsible for developing, updating, and distributing the Action Plans

for critical service requests. The MCP Team has access to Contractor Product Engineering support for resolution of a crisis or critical outage.

The MCP Technical Account Managers will become knowledgeable with the City's environment and remotely manage on-going critical service request activity. The TAMs are the first point of technical contact for the City and provide coordination between Contractor's internal organizations involved in the overall Service being delivered to the City. The TAMs are available by telephone twenty four (24) hours per day, seven days per week. For Hardware service requests, the TAM will provide the remote technical diagnose before dispatch (DBD) and remain engaged until the service request is closed. For six (6) hour call to repair service requests, the TAM will ensure that processes are in place for immediate dispatch of the call to the Local Service Delivery Unit. The TAM will provide remote reactive and proactive support to the Contractor supported environment and will become technically knowledgeable of the City's IT and business environments.

Within ten (10) business days of the Effective Date of this Agreement, Contractor will provide a written list to the City of all current pager numbers and/or cellular phone numbers for each and every personnel that is required to be accessible by pager under this Agreement.

List of Key Personnel (as of February 1, 2010)

Name:	Title:
Pat Hall	MCP Service Manager
Beth Andres Ray Hart Lance Mortenson Ron Womack	MCP Technical Account Manager (TAM)
Trenton Start	Backup MCP Technical Account Manager
John Alexander	District Service Delivery Manager
Wayne Fox	Primary Field Service Technician (CE)
Monroe Mack	Backup Field Service Technician (CE)
Joe Shumway	Primary Network TAM
Ruchard Otiz	Backup Network TAM
Michael Dyer	Account Support Consultant (ASC)
Jeff Scott	Hardware Support Specialist (HSS)
Teo Torio	

**B. U.S.-Based Call Handling**

Contractor is required to provide the City with U.S.-based Call Handling (USCH) at the Americas Global Solution Center for CAD related Equipment

that is covered by CS level Support as listed in Exhibit 2, or Equipment that materially impacts the performance of the CAD related Equipment and system. USCH provides the City with a consistent front-end call handling process for authorized City employees placing service requests for the Contractor-supported environment.

Once service entitlement is verified, USCH will dispatch the incoming caller to the MCP Team for support of their service request. For those remedial service incident requests requiring an onsite break/fix response from Contractor, USCH will send a service request to the appropriate Contractor Services District in accordance with the service levels established in this Agreement for the location and product requiring on-site service.”

10. Section 7, of Exhibit 1, titled “Logging Service Requests” shall be amended as follows:

**“7. Logging Service Requests**

A. Contractor's Americas Global Support Center (AGSC) shall maintain a process in place to resolve the the City's problems promptly and efficiently. The description in Section 8.A. below overviews a service request flow process and critical and non-critical service requests are described in more detail in Section 9 below.

**B. Problem Severity**

1. Upon a call for service for equipment covered under a Critical Service (CS) SLA, the severity of the problem will be determined using the following criteria:

**Critical Service SLA Response Table**

<b>Level of Criticality</b>	<b>Definition</b>	<b>Availability</b>	<b>Response Goal <sup>3</sup></b>	<b>Level of Effort</b>
<b>Critical Down (Severity 1)</b>	Down System, Sub System, Operating System, or Layered Product. City cannot produce and/or run business.	7x24x365	Fifteen (15) minutes telephone support. 6hr Call to Repair.	Continuous <sup>1</sup>
<b>Critical Up (Severity 2)</b>	Degraded System, Sub System, Operating System, or Layered Product. City has some capacity to produce and run their business.	7x24x365	Thirty (30) minutes telephone support. 6hr Call to Repair.	9x5 <sup>2</sup> or continuous <sup>1</sup> as needed
<b>Non-Critical Service Requests (Severity 3)</b>	Software Advisory and Remedial service requests which do not have a workaround. A feature is not performing as documented but is not critical to the functioning of City's business.	9x5 <sup>2</sup>	Sixty (60) minutes or Next Business Day	9x5 <sup>2</sup>

<b>Non-Critical Enhancement (Severity 4)</b>	Suggestion for hardware/software or documentation enhancement. Input only.	9x5 <sup>2</sup>	N/A	N/A
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2. Upon a call for service for equipment covered under Proactive 24, Support Plus 24, Support Plus, Proactive Essentials, or Warranty SLA, the severity of the problem will be determined using the following criteria:

**Non-Critical Service SLA Response Table**

<b>Level of Criticality</b>	<b>Definition</b>	<b>Availability</b>	<b>Response Goal <sup>3</sup></b>	<b>Level of Effort</b>
<b>Critical Down (Severity 1)</b>	Down System, Sub System, Operating System, or Layered Product. City cannot produce and/or run business.	7x24x365 or 9 X 5	Thirty (30) minutes telephone support. 4 hour onsite response. <sup>4</sup>	Continuous <sup>1</sup>
<b>Critical (Severity 2)</b>	Degraded System, Sub System, Operating System, or Layered Product. City has some capacity to produce and run their business.	7x24x365 or 9 X 5	Sixty (60) minutes telephone support. 4 hour onsite response.	9x5 <sup>2</sup> or continuous <sup>1</sup> as needed
<b>Non-Critical Service Requests (Severity 3)</b>	Software Advisory and Remedial service requests which do not have a workaround. A feature is not performing as documented but is not critical to the functioning of City's business.	9x5 <sup>2</sup>	One Hundred and twenty (120) minutes or Next Business Day.	9x5 <sup>2</sup>
<b>Non-Critical Enhancement (Severity 4)</b>	Suggestion for hardware/software or documentation enhancement. Input only.	9x5 <sup>2</sup>	N/A	N/A

<sup>1</sup> Continuous effort means that a technical resource will provide support around the clock until the problem is resolved, a work-around is provided by the MCPT, or it is mutually determined by Contractor and the City that the problem severity can be downgraded.

<sup>2</sup> 9x5 is defined as Monday to Friday, 8:00AM-5:00PM (Central Time), excluding Contractor observed holidays.

<sup>3</sup> Response time is measured from the time the call is initiated and entered by AGSC into Contractor's event management system.

<sup>4</sup> Only equipment that is currently listed in Exhibit 2 under CS level support will be measured against an SLA of six (6) hour CTR. The SLA for non-CS equipment that is escalated to Critical will remain four (4) hour onsite response.

3. If, at any time, Contractor determines that an on-site response is required and/or necessary, Contractor will have a qualified service technician or other qualified individual at the 911 Center within 4 hours or per the contractual

service level for 9x5 services. The response time shall be measured starting from when the call is placed to the AGSC.

4. Notwithstanding the foregoing, the the City shall maintain the right to upgrade to critical, any circumstance where it is determined that the well being of Police Officers, Fire Fighters, or the public safety is threatened due to a deficiency in the performance of the Equipment covered under this Agreement. Equipment that is not currently under CS support that is upgraded to "critical" will receive increased telephone response time and will maintain an SLA onsite response of four (4) hours.
  5. "Telephone response" shall mean that the TAM or other trained support engineer shall begin Level 1 diagnostic troubleshooting on the failing equipment.
  6. Any equipment that is escalated to "critical" two (2) times within a twelve (12) month period shall be automatically upgraded to a higher level of support after the second occurrence."
11. All other terms and conditions of said Agreement not expressly amended herein shall remain in full force and effect.

This Amendment is signed below by the duly authorized representatives of the Parties.

**CITY OF CHICAGO**

**HEWLETT-PACKARD COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd  
ROSEVILLE CA 95747



ARIC ROUSH  
City of Chicago  
OEMC  
1411 W Madison St  
Chicago IL 60607-1809

05/26/2010

**Support Account Reference:** CITYOFCHICAGONNMHPSW  
**HP Reference Number:** 43283720

Dear ARIC ROUSH:

Enclosed you will find a Hewlett-Packard support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise HP of any changes prior to submitting your purchase order. Prices will remain valid for 90-days.

To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

**Option 1:** Provide an open-ended purchase order. An open-ended purchase order allows HP to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

**Option 2:** Provide a purchase order for the coverage dates specified in the enclosed referenced proposal.

**Option 3:** Sign and return the attached Signature Authorization Method (SAM) form.

Purchase orders must reference the HP Reference Number and the Support Account Reference. Applicable tax will be added to all products. If your organization is tax-exempt, please send a copy of the tax exemption certificate.

Hewlett-Packard values your business and looks forward to providing you with continued support. If you have any questions or require further assistance, please contact your Contract Admin. at 1 800 386 1115  
FAX 1 800 307 0361

Sincerely,

Public Sector Contractual Services  
Contract Admin.



## SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett-Packard Company (HP) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This Signature Authorization Method form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

### (1) Customer Information

Company Name \_\_\_\_\_ Equipment Location Address \_\_\_\_\_  
City of Chicago OEMC \_\_\_\_\_ 1411 W Madison St \_\_\_\_\_  
Chicago IL 60607-1809 \_\_\_\_\_

### (2) Contract Information - Check the HP Reference number to accept one quote, or the AMP ID to accept all quotes attached:

HP Reference Number: 43283720  \*\* AMP ID: 500053659HPSW  
Support Account Reference: CITYOFCHICAGONNMHPSW Coverage Period: 06/01/2010 - 05/31/2011

\*\*The enclosed Support Account Overview dated 05/26/2010 summarizes the quotes contained within the above AMP ID.

Please check if applicable:

This Support Agreement is accepted with no revisions. If revisions are required, please contact your Contract Administrator. A quote will be re-issued to reflect your changes and associated pricing, if any. A new SAM form will be provided for your authorization.

Authorization is open-ended. This Support Agreement is for the period stated on HP's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the Support Agreement prior to the end of the 12 month term. If HP requires modification of this Support Agreement, HP will notify Customer in writing 60 days before the modifications are effective. Within 30 days' of Customer receipt of such notice, Customer may terminate this Support Agreement by written notice to HP, and such termination shall be effective on the effective date of the proposed modifications. Absent such notice by Customer, the Support Agreement will continue to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization. Any other termination of this Support Agreement by Customer shall be subject to the Support Agreement.

### (3) Tax Information

Taxable  Tax Exempt Exemption # \_\_\_\_\_ (Attach copy of exemption certificate)

### (4) Payment Method: Do not enclose Payment. Please select one of the following:

Use my signature below as billing authorization.  Purchase Order attached  
 Charge my credit card. Check one:  Visa  Mastercard  American Express

For your protection, please call your Contract Admin with the credit card number.

Cardholder Name (Print) \_\_\_\_\_ Cardholder's

Signature \_\_\_\_\_

Credit Card Invoice-To Address \_\_\_\_\_

### (5) Billing Frequency:

Annually\*  Quarterly (must exceed \$2400 annually\*)  Semi-Annually (must exceed \$2400 annually\*)  Monthly (must exceed \$2400 annually\*) \* Annual billing not available for Federal Government customers.

### (6) Service Authorization and Terms and Conditions

Customer's signature on this form authorizes HP to invoice Customer for the HP Support Services represented in this Support Agreement. This Support Agreement will be governed by the following: i) the purchase agreement currently in effect between Customer and HP that includes the delivery of Support Services, or if none, the HP Single Order Terms Support; and ii) any applicable Transaction Documents thereto.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ Invoice-To Address (if different from Equipment Location) \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail Address \_\_\_\_\_ Phone/Fax \_\_\_\_\_

**(7) Completed form should be returned to:**

Hewlett-Packard Company

Public Sector Contractual Services

8000 Foothills Blvd

ROSEVILLE, CA 95747

4/2/2009

1 800 386 1115

1 800 307 0361 (FAX)

Revised :

# Support Account Overview



**AMP ID: 500053659HPSW**  
**Special Terms and Conditions No: S**

**Customer Address:**  
 City of Chicago  
 OEMC  
 1411 W Madison St  
 Chicago IL 60607-1809

**Hewlett-Packard Address:**  
 HEWLETT-PACKARD COMPANY  
 8000 Foothills Blvd  
 ROSEVILLE CA 95747

**Customer Contact:**  
 ARIC ROUSH  
 Tel: (847) 127-4692  
 Fax:  
 E-mail none@hp.com

**HP Contact:**  
 Public Sector Contractual Serv  
 Tel: 1 800 386 1115  
 Fax: 1 800 307 0361  
 E-mail ams.supportcontracts@hp.com

The quoted prices are valid for 90 days from: 05/25/2010

Order acceptance is subject to HP Single Order Terms for Support or purchase agreement with HP, which is referenced as "S" above in "Special Terms and Conditions". Multi-year support renewals, marked "MY" above in "Special Terms and Conditions," are also governed by the Exhibit E24. Additional terms and conditions for HP Software support are available at [http://support.openview.hp.com/support\\_options.jsp](http://support.openview.hp.com/support_options.jsp).

For more information on the format of this document HP Terms and Conditions, and Service Data Sheets, visit [www.hp.com/go/hpsdocs](http://www.hp.com/go/hpsdocs)

For additional HP Software Terms and Conditions and Service Data Sheets, visit [http://support.openview.hp.com/support\\_options.jsp](http://support.openview.hp.com/support_options.jsp).

**Your Support Access Options for Service Agreement Customers:**

- . Support Contract Assistant (SCA) - manage your service agreement online, visit [www.esca.hp.com](http://www.esca.hp.com)
- . HP Software Support Online - <http://support.openview.hp.com/>
- . Please have your Service Agreement ID and Product#/Serial# available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
CITYOFCHICAGONNMHPSW 1036 8996 3832		06/01/2010 05/31/2011	3-7484410598	102,657.00
			<b>Total Excluding Taxes</b>	<b>102,657.00</b>
			<b>Summary of Charges</b>	
			Software Support-Labor	53,109.75
			Software Support-Labor & Materials	42,750.00
			Software Support-Materials	6,797.25
			<b>Total Excluding Taxes</b>	<b>102,657.00</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
 Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced monthly in advance.

# Support Account Detail



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0368996380

Support Account Reference:  
**CITYOFCHICAGONNMHPSW**

HP Reference Number: 43283720

**Equipment Address:**  
 City of Chicago  
 OEMC  
 1411 W Madison St  
 Chicago IL 60607-1809

**Software Update Address:**  
 City of Chicago  
 OEMC  
 1411 W Madison St  
 Chicago IL 60607-1809

**Hardware Contact:**  
 ARIC ROUSH  
 Tel: (847) 127-4692  
 Fax:

**Software Contact:**  
 ARIC ROUSH  
 Tel: (847) 127-4692  
 Fax:

The quoted prices are valid for 90 days from: 05/25/2010  
 Coverage from: 06/01/2010 to: 05/31/2011

Service Agreement ID: 1036 8996 3832 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

HG832AC	HP SW Premier Plus/Total BTO Service SW Premier NRCE Service Sched Std Office Hrs/ Days Designated Customer Team Rsrce Designated Customer Team Rsrce					3,562.50
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<b>Discounts</b>						2375.00-
Special Neg ItmDisc% -38%						312.50-
Special Neg ItmDisc% -5%						

\*\*\* Software Support \*\*\*

**HP Software Updates Service**

License to Use & SW Updates  
 Electronic SW Information  
 HP Recommended SW Upd Method  
 HP Recommended Doc Upd Method

TA097AAE	HP NNMi Perf NET 250+ /50 SW E-LTU				10	250.80
T4631CAE	HP NNM i-series Windows 8.10 SW E-Media				1	0.00
T4906BAE	HP NNM iSPI for Perf 8.10 SW E-Media				1	0.00
TA112AAE	HP NNM iSPI NET 8.10 SW E-Media				1	0.00
T6480AA	HP QC Ent Site CC Usr SW LTU				1	21.09

**HP Software Technical Unlimited Support**

SW Technical Support  
 SW Electronic Support  
 Std Office Hrs Std Office Days  
 NextAvail TechResource Remote

Please refer to the payment schedule for prices to be invoiced monthly in advance.



Special Terms and Conditions No: S  
 Your PO Reference:  
 CCRN Number: 0368996380

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Standard Response  
 Three Named Callers  
 Automatic Escalation

TA097AAE	HP NNMi Perf NET 250+ /50 SW E-LTU				10	250.80
T6480AA	HP QC Ent Site CC Usr SW LTU				1	21.09

<b>Discounts</b>						362.52-
Special Neg ItmDisc%	-38%					47.70-
Special Neg ItmDisc%	-5%					

\*\*\* Software Support \*\*\*

UHS92AC	<b>STS Only - Return to Support</b> HP Return to Support charge. This amount will be included in your first/current month total.			06/30/2010		49,847.07
UHS94AC	<b>SW Updates Only - Return to Support</b> HP Return to Support charge. This amount will be included in your first/current month total.			06/30/2010		3,534.57
UH186AC	<b>SW Support - RTS Penalty Fee</b>			06/30/2010		

<b>Discounts</b>						35587.76-
Special Neg ItmDisc%	-38%					4682.60-
Special Neg ItmDisc%	-5%					14047.80-
Special Neg ItmDisc%	-100%					

**Summary of Charges**

Software Support-Labor	50,118.96
Software Support-Labor Tax IL	0.00
Software Support-Labor & Materials	3,562.50
Software Support-Labor & Materials Tax IL	365.17
Software Support-Materials	3,806.46
Software Support-Materials Tax IL	390.15
<b>TOTAL INCLUDING TAX</b>	<b>58,243.24</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced monthly in advance.

# Payment Schedule as of 05/26/2010

**P ID: 500053659HPSW**

**Payment Period from: 06/01/2010 to: 05/31/2011**

Port Account Reference	06/01/2010	07/01/2010	08/01/2010	09/01/2010	10/01/2010	11/01/2010	12/01/2010	01/01/2011	02/01/2011	03/01/2011	04/01/2011	05/01/2011
06/30/2010	57,487.92	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28
YOFCHICAGONNHPSW												

Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced monthly in advance. Price in USD.

# Monthly Cost Schedule as of 05/26/2010

IP ID: 500053659HPSW

ackdown of charges for period: From: 06/01/2010 to: 05/31/2011

Port Account Reference	06/01/2010	07/01/2010	08/01/2010	09/01/2010	10/01/2010	11/01/2010	12/01/2010	01/01/2011	02/01/2011	03/01/2011	04/01/2011	05/01/2011
06/30/2010												
YOFCHICAGONNHPSW	57,487.92	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28
il for the period												
Y OF CHICAGO	57,487.92	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28	4,106.28

Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced monthly in advance. Price in USD.