



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department: Office of Public Safety Administration; Originator Name: Joseph Perfetti, CPD; Telephone: 312-745-5620; Date: 2/28/2024; Signature of Application Author: [Signature]; Contract Liaison: Anne Davis; Email Contract Liaison: anne.davis@cityofchicago.org; Telephone: 312-745-5955

List Name of NCRB Attendees/Department: Joseph Perfetti, CPD; Natalie Gutierrez, PSA; Kevin Pater, PSA; Anne Davis, PSA; Lisa Clark, PSA

Request NCRB review be conducted for the product(s) and/or service(s) described herein. Company: Idemia Identity & Security USA LLC; Contact Person: Gary Newlin, Director of Business Development, Justice & Public Safety; Phone: 612-839-9639; Email: gary.newlin@us.idemia.com

Project Description: Continuation of maintenance services for existing livescan fingerprint equipment and server upgrade services

This is a request for: [X] New Contract; [] Amendment / Modification; Contract Type: [X] Blanket Agreement Term: 36 (# of mo); [] Standard Agreement; [] Time Extension; [] Vendor Limit Increase; [] Scope Change; Contract Number: _____; Specification Number: _____; Modification Number: _____

Department Request Approval: [Signature] Anastasia Walker, DEPARTMENT HEAD OR DESIGNEE, DATE: 2/28/24; PRINT NAME: Anastasia Walker; Recommended Approval: BOARD CHAIRPERSON, DATE; PRINT NAME

(FOR NCRB USE ONLY) Recommend Approval/Date: _____; Return to Department/Date: _____; Rejected/Date: _____

[] Approved; [] Rejected; CHIEF PROCUREMENT OFFICER, DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

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

The Chicago Police Department ("CPD") requests a new contract with Idemia Identity & Security USA LLC to support the continuation of maintenance services and central server upgrade for the City's existing livescan fingerprint equipment. The Chicago Police Department purchased the equipment for Idemia Identity & Security, LLC ("Idemia") under PO 127218 which expires July 3, 2024.

The Chicago Police Department relies entirely on the livescan equipment to facilitate the booking and fingerprinting of persons taken into custody. It is critical that the system be properly maintained and supported to ensure that it functions properly. The City currently owns and utilizes 47 Idemia livescan stations located in Police stations, City hall and various other City locations. The City-owned equipment, which is proprietary to Idemia, is expected to remain in operable condition through second quarter 2027.

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 previous procurement from the same source.

The contract for the livescan equipment was awarded via a reference agreement on January 12, 2015 to Morphotrak (now Idemia) as contract PO 30251, specification 124405. Under this contract, the Chicago Police Department purchased, installed and implemented the Morphotrak livescan fingerprint system to efficiently capture, manage and transmit fingerprint data. The live scan stations were located within specified police facilities throughout the City of Chicago connected to the Chicago Police Department network. The livescan stations included a seamless interface with Citizen Law Enforcement and Analysis Reporting (CLEAR) system. The livescan system revolutionized the process by providing a digital scanning of fingerprint and palm print images for all Chicago Police Department arrestees. The data submission from Livescan must seamlessly flow to the Chicago Police Department's Automated Fingerprint Identification System (AFIS) and to the Illinois State Police Automated Fingerprint Identification System. Other City departments, including the Department of Human Resources; Department of Business Affairs & Consumer Protection; and Chicago Fire Department; also participated on the contract and installed the MorphoTrak livescan equipment for identification purposes at their facilities.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

Given that CPD procured the equipment from Idemia on PO 127218 and the equipment is still in operable condition through the second quarter of 2027 and given the equipment is proprietary to Idemia, a competitive bid for the maintenance of the existing equipment is not a viable option as no other vendor can maintain Idemia's livescan equipment.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

This is not applicable. Idemia's equipment is proprietary. No other source can provide the maintenance services.

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



**DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

with the same source?

This is a one-time request to support the City's existing equipment. The current equipment will need to be replaced in 2027. PSA will prepare and submit a new contract package to DPS requesting the project competitively bid as a professional service. The target date for submittal to DPS is June 30, 2025.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Since 2015, technology related to livescan fingerprinting has continually become more readily available. PSA believes there is a competitive market for the service and future contracts can be awarded via a public solicitation.

ESTIMATED COST

1. What is the estimate cost for this requirement? What is the funding source?

Estimate cost for 36-months is \$887,895.00

Funding source: 024.0100.0574141.0154.220154

2. What is the estimate cost by fiscal year?

Fiscal Year	Description	Cost
August 1, 2024 - July 31, 2025	Central Site Server Upgrade	\$ 34,437.00
	Maintenance Cost	\$ 270,294.00
August 1, 2025 - July 31, 2026	Maintenance Cost	\$ 284,470.00
August 1, 2026 - July 21, 2027	Maintenance Cost	\$ 298,694.00
TOTAL:		\$ 887,895.00

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 estimate cost was derived from the cost proposal provided by Idemia and is comparable to the current contract pricing.

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.

CPD has a substantial dollar investment in the system design as well as customized interfaces that would need to be duplicated at CPD's expense if another livescan vendor was considered. Additionally, CPD would have to purchase all new livescan equipment.

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

Based on the current contract and quotes received by Idemia, the provided costs align with industry standards and were deemed acceptable by the Chicago Police Department.

SCHEDULE REQUIREMENTS

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

The schedule is based on the life cycle of the Livescan equipment and the previously negotiated maintenance dates.



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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.

N/A

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

Due to the fact that the current maintenance will expire June 30, 2024, it is critical that the system be maintained to ensure it functions properly. Chicago Police Department relies entirely on the Idemia's livescan equipment to facilitate the booking and fingerprinting of persons taken into custody. Failure to properly maintain this equipment would negatively impact CPD's ability to process persons in custody and create a legal liability for the Department.

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

Competitive bidding is not possible since there is no other vendor that exists who is capable of maintaining Idemia's livescan equipment.

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.

N/A

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

N/A

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

The equipment is proprietary in nature which precludes any other vendor from providing the required system maintenance and technical support.

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?

Equipment is proprietary in nature which precludes any other vendor from providing the required system maintenance and technical support.

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?

N/A

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, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

N/A

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or



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other proprietary data (attach documentation verifying such)?

Yes, Idemia's livescan technology is proprietary in nature and involves proprietary software. Future competitive bidding is possible when the livescan equipment needs to be replaced.

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 on company letterhead.

CPD seeks a maintenance agreement for equipment that is proprietary in nature which precludes any other vendor from providing the required system maintenance.

OTHER



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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 Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. 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. For Amendments, Modifications, 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.

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 sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
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, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
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 experiences 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 possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
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 on company letterhead.

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 completed 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

1. Explain other related considerations and attach all applicable supporting documents, i.e., an **approved "ITGB Form"** or "Request For **Individual Hire Form**".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

To: Aileen Velazquez, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Anastasia Walker, Executive Director
PUBLIC SAFETY ADMINISTRATION (PSA)

Date: February 28, 2024

Subject: **New Contract Request NCRB Sole Source**
Livescan Fingerprint Equipment Maintenance & Server Upgrade Services
Idemia Identity & Security USA, LLC
Estimate Contract Value: \$887,895.00
Requisition: 585363 Specification: 1293600

The Office of Public Safety Administration (PSA) on behalf of the Chicago Police Department (CPD) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a new contract with Idemia Identity & Security USA, LLC (Idemia) for maintenance and support of the livescan fingerprint technology. The current contract PO 127218 ends July 3, 2024.

CPD utilizes the Idemia livescan technology to capture digital images of an arrestee's fingerprints, palms and photos, and transmits the data to CPD's Automated Fingerprint Identification System (AFIS) and to the Citizens Law Enforcement Analysis and Reporting (CLEAR) system. The Department of Human Resources and the Chicago Fire Department also use livescan to fingerprint and photo candidates for employment in order to conduct background checks. Additionally, the Department of Business Affairs and Consumer Protection uses the technology for individuals applying for specific licenses (i.e. liquor license).

History

In 2014, MorphoTrak, Inc. was selected by CPD through a reference agreement with the General Services Administration (GSA) to provide equipment, maintenance, and support of the Automated Fingerprint Identification System (AFIS) for the City of Chicago. The resulting contract, PO 30251, started January 5, 2015.

As a result of a merger between MorphoTrak, LCC and Idemia Identity & Security USA, LLC, Contract PO 30251 was transferred to Idemia Identity & Security USA LLC under the new PO 127218 with an effective date of March 25, 2020.

Impact

The City currently owns 47 livescan stations which includes a ruggedized cabinet, computer, uninterruptible power supply, camera monitor, network connection interface or application, cables and printers. The City has a substantial dollar investment in the current livescan fingerprint technology which won't be at its end-of-life cycle until 2027.

The system must be maintained to ensure it functions properly and performs the critical service to support City operations. For this reason, CPD is requesting a new contract to support the current livescan fingerprint technology for 36-months.

MBE/WBE Compliance Goals

Idemia has submitted a justification letter requesting MBE/WBE no stated goals. The majority of the contract will involve Idemia's proprietary hardware, software, system maintenance, consulting and operating system support. For this reason, it is expected that there will be no or very limited opportunities for direct participation in the contract.

Supporting Documents

In support of this request, please find the following attachments:

1. Non-Competitive Review Board Application
2. DPS Project Checklist
3. Idemia Compliance Request Letters
4. Scope of Work
5. Notice to vendor with copy of City's general contract terms and conditions
6. Professional Services Insurance Requirements
7. Idemia Certificates of Insurance
8. Economic Disclosure Statement Certificate
9. Idemia Sole Source Justification
10. Idemia quote

The funding line for this procurement will be 024-0100-0574141-0154-220154. Requisition # 585363 has been prepared and forwarded for further processing upon your approval.

If you should have any questions, please contact Anne Davis, Contracts Coordinator, at 312-745-5955 or anne.davis@cityofchicago.org.

cc: Frank Lindbloom, PSA
Natalie Gutierrez, PSA
Joseph Perfetti, PSA
Kevin Pater, PSA
Lisa Clark, PSA

Attachment(s)



Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 2/28/2024	
Department Name: Public Safety Administration	
Requisition No: 585363	Specification No: 1293600
PO No:	Modification No: N/A
Contract Liaison: Anne Davis	
Telephone: 5-5955	
Email: anne.davis@cityofchicago.org	
Project / Program Manager: Kevin Pater	
Telephone: 5-3710	
Email: kevin.pater@cityofchicago.org	

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) **Funding:** Attach information if multiple funding lines; 2) **Individual Contract Services:** Include approval form signed by Department Head and ORM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***By signing this form, I attest that all information provided is true and accurate.**

Contract Liaison Signature

Project Title:
Livescan Fingerprint Equipment Maintenance & Server Upgrade Services

Project Description:
Sole Source Request with Idemia Identity & Security USA, LLC

Funding:

- Corporate
 Bond
 Enterprise
 Grant
 Other:
 IDOT/Transit
 IDOT/Highway
 FHWA
 FTA
 FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1-2	024	0100	0574141	0154	220154				\$887,895.00

Check One:
 New Contract Request

***By signing below, I attest the estimates provided for this contract are true and accurate.**

***Project / Program Manager Signature:**

***Commissioner/Authorized Designee Signature:**

Purchase Order Information:

Contract Term (No. of Months): 36 Months

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$ 887,895.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

- Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

- Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

- Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Contract Type:

- Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

- Insurance Requirements (included)** Yes No
EDS Certification of Filing (included) Yes No

Modification/Amendment Type:

- Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____

Vendor Info:

Name: Idemia Identity & Security USA, LLC
Contact: Gary Newlin
Address: 11951 Freedom Drive, Ste 1800 Reston, VA 20190
E-mail: gary.newlin@us.idemia.com
Phone: 612-839-9639



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

MEMORANDUM

To: Aileen Velazquez, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

From: 
Anastasia Walker, Executive Director
OFFICE PUBLIC SAFETY ADMINISTRATION (PSA)

Date: February 28, 2024

Subject: **MBE/WBE Compliance Request: No Stated Goals**
New Contract Request NCRB Sole Source
Livescan Fingerprint Equipment Maintenance & Server
Upgrade Services
Idemia Identity & Security USA, LLC
Requisition No.: 585363 / Specification No.: 1293600

The Office of Public Safety Administration ("PSA") on behalf of the Chicago Police Department ("CPD") respectfully requests no stated goals for the above referenced contract with Idemia identity & Security Services USA LLC.

As outlined in Idemia's justification letter, the majority of the contract will involve Idemia's proprietary hardware, software, system maintenance, consulting and operating system support. It is expected that there will be no or very limited opportunities for direct participation in the contract.

For this reason, PSA concurs with Idemia's justification for MBE/WBE no stated goals and requirements on the resulting contract.

Your assistance in this matter is appreciated. Please contact Anne Davis at 312-745-5955 with questions.
Thank you.

cc: Frank Lindbloom, PSA
Natalie Gutierrez, PSA
Kevin Pater, PSA

Contract Goal Participation Determination Form

Project Title: Livescan Fingerprint Maintenance & Server Upgrade Services

Project Description:

NCRB request with Idemia Identity & Security USA, LLC

Specification No. 1293600 Requisition No. 585363

Funding Source(s): City Federal Other

Target Market: Yes No MBI SBI I SBI II

No Stated Goal: Yes No

Previous Contract No(s): 127218

SCOPE OF WORK:

PSA is request a 36 month agreement with Idemia for maintenance and support of the City's existing equipment. The existing equipment was purchased under contract PO 127218. Idemia is the sole provider for maintenance support as their equipment is proprietary.

SUBCONTRACTING OPPORTUNITIES

(Subcontracting opportunity list is based on specialty areas of known Certified MBE/WBE/VBE/DBE contractors)

Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
TOTAL						

TOTAL ESTIMATED CONTRACT VALUE \$ \$ 887,895.00

GOAL RECOMMENDATION: MBE participation 0 WBE participation 0 VBE participation 0 DBE participation 0

For Construction Projects Only

RECOMMENDED PROJECT AREA: YES NO (If yes, attach a project/community areas map) _____%

Recommended: 

 (User Department Authorized Signature)
 Public Safety Administration

 (Name of User Department)

04/19/24

 Date

Department of Procurement Services

Approved By: _____
 Tammi Morgan, Contracting Equity Officer

 Date



14 Crosby Dr., 2nd Fl.
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (978) 215-2500

April 4, 2024

Chicago Police Department
Finance Division/Procurement Services
Attn: Anne Davis
3510 S. Michigan Avenue
Chicago, IL 60653

RE: No Stated Goals – WBE Compliance

Dear Ms. Davis,

The City of Chicago Department of Procurement Services has undertaken an evaluation of procurement policies and procedures including those utilized within MBE/WBE certification unit.

IDEMIA Identity & Security USA LLC is requesting no stated goals to comply with MBE/WBE participation goals in the service agreement IDEMIA Identity & Security USA LLC as a sole source corporation, does not have a need to purchase services from local businesses certified as Woman Business Enterprises (WBE) or Minority Business Enterprises (MBE) to fulfill the objective of the maintenance agreement for Chicago Police Department.

IDEMIA Identity & Security USA LLC respectfully requests no stated goals for this requirement.

Please feel free to contact Gary Newlin with any questions or if you need further clarification at (612) 839-9639 or e-mail gary.newlin@us.idemia.com.

Sincerely,

A handwritten signature in cursive script that reads "Helen Bakkers".

Helen Bakkers
Contracts Administration Specialist
Idemia Identity & Security USA LLC

SCOPE OF WORK

LIVESCAN EQUIPMENT, INSTALLATION AND MAINTENANCE SERVICES

Idemia Identity & Security USA LLC (“Idemia”) shall furnish and deliver Livescan Equipment, Installation and Maintenance Services. The Livescan Technology which captures digital images of fingerprints, palms and photos and transmits the data to Chicago Police as Department’s (CPD) Automated Fingerprint Identification Systems (AFIS) and to the Citizens Law Enforcement Analysis and Reporting system (CLEAR).

DETAILED DESCRIPTION

Idemia shall provide the following as part of this contract:

1. Livescan Equipment Requirements

- A. Ruggedized Livescan Stations that include the ruggedized cabinet, computer, uninterruptible power supply, camera, monitor, network connection interface, or application, cables, device required for Additional Network Connection of Computers for other applications and any such other devices as needed for this system.
- B. Countertop Livescan stations will provide similar functionality of item 1 using a smaller and more portable package of equipment.
- C. Livescan must be capable of a query function to “retrieve” the entered demographic data from the Web-Based Automated arrest System or Applicant System for the purpose of adding the fingerprint, palmprint, and mugshot images to the demographic data. The data element used for the query function is the Chicago Police Department Central Booking Number. The Livescan query function must include the Livescan location.
- D. Livescan stations must be capable of processing transactions to Full Arrest Record (Reference Illinois State Police Electronic Fingerprint Submission Specification Appendix D Exhibit 1 <https://isp.illinois.gov/StaticFiles/docs/Identification/9-054.pdf>). The system must be capable of sending non-mandatory data received from the data entered.
- E. Countertop Livescan stations must be capable of processing the following transactions: Full Arrest, Access and Review, Criminal Registration, Criminal Justice Applicant and Fee Applicant (Reference Illinois State Police Electronic Fingerprint Submission Specification Appendix C, D, E and G Type 2 Record format for arrest, Exhibit 2 F <https://isp.illinois.gov/StaticFiles/docs/Identification/9-054.pdf>). The system must be capable of sending non-mandatory data received from the data entered.
- F. The Livescan system must have the ability for mugshots; fingerprints and palmprints to be taken and printed locally with no submission made to Chicago Police Department or Illinois State Police Automated Fingerprint (AFIS) Identification System.
- G. The Livescan system must create the Type 1 record and Type 2 record in conformance with the Illinois State Police Electronic Fingerprint Submission Specification with the addition of three (3) data elements defined by the Chicago Police Department. All record submissions must comply with the American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) standards. The Livescan system must link the Type 1, Type 2, Type 4, Type 10, Type 14, and Type 15 (if available) records and transmits the packaged records to the Chicago Police Department’s Automated Fingerprint Identification System.
- H. The Livescan system must keep a log file of all transactions sent. The log file will contain the date and time of transaction, Central Booking Number (CB#), name, sex, race, and date of birth of the person fingerprinted and processing officer’s name.

- I. The Livescan must have the capability to save, modify and/or resubmit previously completed transactions.
- J. The livescan system will have the capability to generate reports showing usage and technical details of transactions processed by operators.
- K. The livescan system must be Internet Protocol addressable, including an alias.
- L. The livescan system must be able to be remotely configured and supported over the Chicago Police Department's Wide Area Network.

2. Livescan Printer Mandatory Requirements

- A. Printers capable of printing images at 500dpi must be capable of printing the Federal Bureau of Investigation's and Chicago Police Department's fingerprint and palmprint had cards. Chicago Police Department hard cards will require 2-sided printing. The printers will have their own network connection and the ability to perform as a standalone network printer/server. The printers will be located at the Chicago Police Department Headquarters, Field Services Section, 3510 S. Michigan Avenue, Chicago, IL. 60653.
- B. The printer must have the capability to print both sides of a document (duplexing).
- C. The printer must be capable of generating and/or receiving from the Livescan system multiple forms and templates for printing.
- D. The printer must be able to print and 8½ by 11 card stock (100 lb. Paper) and standard (20 lb. Plain paper).

3. Printed Forms

- A. The Livescan system must support manual and automatic printing of the following with electronic templates on blank paper stock:
 - Federal Bureau of Investigation Criminal Fingerprint Card
 - Federal Bureau of Investigation and Illinois State Police "Applicant Card"
 - Immigration Naturalization Service Fingerprint Card
 - Chicago Police Department Fingerprint Card

4. Automated Fingerprint Identification System Gateway Computer System Mandatory Requirements

- A. All livescan client transmissions will be directed to a centralized "Store & Forward" server which will process the incoming transactions. These servers' duties will include but are not limited to:
 - Forwarding of mugshots from the Livescan to CPD's central mugshot system.
 - Forwarding incoming transmissions to the Chicago Police Department's Automated Fingerprint Identification System via Network File System (NFS), File Transfer Protocol (FTP), and/or secured File Transfer Protocol (FTP) or as required. If another technology exists to perform this task, Idemia is asked to apply that new technology to this requirement.
 - Ensuring that all transmissions sent and received are properly acknowledged by host systems.

- Acting as a temporary repository for incoming transmissions in the event that other host systems are not functional.
- Detailed logging of all transactions.
- Printing of reports.

5. Additional Requirements

The operating systems are to be Microsoft Windows based on which versions are current and supported by Microsoft throughout the life of the contract. Security and user login credentials will be maintained via a central location (i.e., Windows Domain) and distributed automatically to client systems.

6. Maintenance Services

- A. Idemia must provide hardware and software maintenance and necessary system updates relating to equipment that is utilized for the digital capture of fingerprints and palm prints that are of clear, classifiable, and forensic quality. This technology is the primary conduit for the electronic submission of digital fingerprint and palm print images in National Institute of Standard and Technology (NIST) format into the Chicago Police Department's (CPD) Automated Fingerprint Identification System (AFIS) for processing to establish fingerprint identification of arrested persons, criminal justice applicants, and fee applicants.
- B. Idemia must provide qualified technicians to diagnose malfunctions or inoperability, perform hardware malfunction/repair services and application maintenance within the specified response times stated below. CPD has the right to review proposed Idemia personnel for security purposes and reserves the right to reject their access to the Livescan system or locations whenever Idemia personnel fail to pass or maintain a security clearance administered by the CPD. CPD will be given an opportunity to interview and investigate the person(s) proposed by Idemia prior to granting a security clearance.
- C. Idemia must also perform preventive maintenance services the hardware, firmware, and software of the livescan system on a mutually agreeable scheduled basis. Monthly preventive maintenance services must be performed on the CPD and various City Departments livescan Central Server Cluster, the five Print Servers, Thirty-four Livescan cabinet stations, 2 Livescan desktop stations, and the twelve portable Livescan stations.
- D. Idemia will perform all upgrades requested by Chicago Police Department and various City Departments on as need basis. Each upgrade is a billable function, which must be specified in a detailed upgrade specification sheet, proposal or statement of work that outlines any hardware and/or software changes.
- E. Idemia shall provide documentation in connection with the Maintenance and Support activities provided under this Agreement. Documentations include access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable. Idemia shall also provide revised Documentation and training for updates affecting the livescan system at no additional charge to the City. CPD may reproduce all documentation and printed materials provided by Idemia at anytime provided that such reproduction is made solely for internal use.
- F. Idemia shall provide annual account reviews to include (a) service history of all equipment; (b) downtime analysis; and (c) service trend analysis to recommend software or hardware changes to improve overall operations if necessary.
- G. Upon receiving a call from the CPD help desk or CPD Field Services Section personnel, Idemia will determine the nature and extent of the problem, resolve remotely, or dispatch a technician to

perform hardware repairs if able to do so and obtain or order any required parts. Attached is a detailed breakdown of the equipment requiring system support and monthly maintenance.

7. Quality of Repair

A. All repair services performed under this contract shall be performed by competent personnel, thoroughly trained, and certified by the manufacturer and/or appropriate nationally recognized institution or organization. Repair services shall be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures. Repair services include all problems that arise and need to be solved in a four-hour time period. Idemia shall perform necessary services to return equipment to a fully operational status. All unsatisfactory repairs shall be corrected at no expense to the City. With respect to maintenance services, Idemia hereby warrants that the fingerprinting and palm printing equipment and software will be maintained in proper working order pursuant to this Scope of Services throughout the term of the Agreement.

B. Services & Response Times

Idemia will make the following services available to the City:

- Twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five days a year system or nine (9) hours per day, five (5) days a week, as applicable.
- Response time limits for system support:
 - One (1) hour by telephone
 - Four (4) hours on-site
- Monthly scheduled maintenance
- Maintain a spare parts inventory of components on-site at Chicago Police Department Headquarters.
- The system support and maintenance will include, but is not limited to the following:

<u>Quantity</u>	<u>Description</u>
33	Idemia Livescans Station Cabinet with Mugshot
2	Idemia Livescans Station Desktop with Mugshot
12	Idemia Livescan Station Portable with Mugshot
1	Idemia Livescan Management Server
3	Printers

System support includes all technical support performed in a timely manner to have the equipment operational within a four (4) hour period. Maintenance includes all preventative services performed to prevent equipment failure between “mean time between failure rates” of said equipment.

8. Back-Up Contingency (Emergency Booking Procedures)

In the event of a Chicago Police Department Network of Citizen Law Enforcement and Analysis Reporting (CLEAR) interruption lasting more than eight (8) hours, Idemia, upon request from the CPD will reconfigure the 36 District Lock-Up Livescan stations and the 12 Portable Livescan stations to allow for the entry of demographic information directly into each Livescan station. Idemia’s response time limit to complete reconfiguration is four (4) hours.

9. Security System

Idemia will develop and at all times during the term of this Agreement maintain in operation on the Livescan Central Server a security password access control system whose key elements and passwords will be controlled by and changed at the direction of the City. This control system will include both an administrator user name and password and a username and password of the individual seeking access to the services.

10. Unauthorized Access

Idemia will use its best effort to prevent unauthorized access to the information the City places in its services.

11. Training Objectives

Idemia will:

- A. Ensure each end user group is clearly identified, allowing effective tailoring of the training program.
- B. Understand the training objectives of the CPD and incorporate them into the training plan.
- C. Collaborate with CPD on a comprehensive training plan that covers all the necessary management, service, operations, and maintenance skills and procedures.
- D. Train the CPD trainees to be proficient in the operations, management administration and service of the system.
- E. Closed loop communication process to ensure follow-up with answers to any questions raised during training.
- F. Maximize individual attention to the trainees by using intensive hands-on system training.
- G. Provide training documentation.

12. Maintenance and Support Plan

This Support Plan is a Statement of Work that provides a description of the support to be performed.

A. Services Provided

The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Idemia for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by City, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Idemia's procedures are based upon Idemia's procedures for Service as described below.

1	Total System Failure-occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 4 hours of initial notification
2	Critical Failure-Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this applicable to intermittent problems.	Telephone response within 4 hours of initial voice notification	Resolve within 7 days of initial notification

3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Idemia-determined Patch or Release
4	Inconvenience-An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Idemia's discretion, may be in a future Release
5	City request for an enhancement to System Functionality is the responsibility of Idemia's Product Management.	Determined by Idemia's Product Management	If accepted by Idemia's Product Management, a release date will be provided with a fee schedule, when appropriate

- B. **Reporting a Problem.** City shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved Severity Level 1 or 2 problems must be reported verbally to the Idemia's call intake center. Idemia will notify the City if Idemia makes any changes in Severity Level (up or down) of any City reported problem.
- C. **Idemia Response.** Idemia will use best efforts to provide City with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when City allows timely access to the System and Idemia diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Idemia's or City's Systems. Should City report an error that Idemia cannot reproduce, Idemia may enable a detail error capture/logging process to monitor the System. If Idemia is unable to correct the reported Residual Error within the specified Target Resolution Time, Idemia will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Idemia in its sole discretion, determine that such Residual Error is not present in its Release, Idemia will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed and (c) the Software is used only with approve hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.
- D. **Error Correction Status Report.** Idemia will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to the System Administrator on a monthly basis.

13. City Responsibility

- A. **Operating System (OS) Upgrades.** Unless otherwise stated herein, City is responsible for any OS upgrades to its System. Before installing any OS upgrade, City should contact Idemia to verify that a given OS upgrade is appropriate.

14. Idemia Responsibility

- A. **Anti-virus Software.** At City's request, Idemia will make every reasonable effort to test and verify specific anti-virus, anti-worm or anti-hacker patches against a replication of City's application. Idemia will respond to any reported problem as an escalated support call.
- B. **Customer Notifications.** Idemia shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

- C. Account Reviews. Idemia shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- D. Remote Installation. At City's request, Idemia will provide remote installation advice or assistance for Updates.
- E. Software Release Compatibility. At City's request, Idemia will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Idemia's Software Supplemental or Standard Releases.
- F. On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Idemia's facilities. Idemia shall decide whether on-site correction of any Residual Error is required and will take appropriate action.
- G. Compliance to Local, County, State and/or Federal Mandated Changes
(Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

15. On-Site Product Technical Support Services

Idemia shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

- A. Idemia's Response. Idemia will provide telephone and on-site response to the Central Site, defined as the City's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan.

At City's request, Idemia shall provide continuous effort to repair a reported problem beyond the Principal Period of Maintenance (PPM) Provided City gives Idemia access to the Equipment before the end of the PPM, Idemia shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Idemia's then current rates for professional services.





CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 197035

Certificate Printed on: 04/18/2024

Date of This Filing: 04/03/2024 03:42 PM

Original Filing Date: 04/03/2024 03:42 PM

Disclosing Party: Idemia Identity & Security
USA LLC

Title: Order Management Specialist Sr

Filed by: Helen Bakkers

Matter: Computer Aided Booking System

Applicant: Idemia Identity & Security USA
LLC

Specification #:

Contract #:

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

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

INSURANCE REQUIREMENTS
Idemia Livescan Equipment & Services
Office of Public Safety Administration

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

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Professional/Pharmacists Liability

When any, pharmaceutical services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance must be maintained covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than \$10,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of the Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Cyber Liability

If any personally identifiable information, personally identifiable credit information or protected health information is collected and maintained by Vendor; Cyber Liability must be maintained with limits of not less than \$5,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Consultant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City. A copy of the additional insured endorsement must be provided along with the Certificate of Insurance (COI).

8) Contractors Pollution Liability Insurance

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Mortgagor, the General Contractor or any Subcontractor in connection with the Project; Contractors Pollution Liability must be maintained with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The city is to be named as an additional insured on a primary, non-contributory basis. Developer/Contractor, the General Contractor and any Subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or

self-insurance maintained by or available to the City.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

9) Valuable Papers

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

10) Blanket Crime

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

11) Garage Liability

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence for Auto Liability, Other than Auto Liability and Personal Injury and a \$2,000,000 aggregate for Other than Auto Liability for bodily injury and property damage liability. Coverage must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent) must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

12) Property

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

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

13) Installation Floater

When Contractor undertakes any construction, where no real property construction is taking place, but installation work including improvements, betterments, and/or repairs, the Contractor must provide an All-Risk Installation Floater Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

14) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

15) Miscellaneous Medical Professional Liability

Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

16) Railroad Protective Liability (when applicable)

When, in connection with the Project, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer/Contractor, the General Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

- 17) Marine Protection & Indemnity (when applicable)
When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME PHONE (A/C, No, Ext): 800-274-0268 FAX (A/C, No): E-MAIL ADDRESS: macertificates@marshmma.com
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. NAIC # 24554 INSURER B: Travelers Prop & Casualty Co of America 25674 INSURER C: Greenwich Insurance Company 22322 INSURER D: Insurance Company of the State of PA 19429 INSURER E: National Union Fire Ins Co PittsburghPA 19445 INSURER F: Travelers Casualty and Surety Company 19038

COVERAGES CERTIFICATE NUMBER: 1416788504 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR \$100k PCOSIR 1,776,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	US00104699LI22A	12/30/2022	4/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	8107W328111 EX7W329341	4/30/2023 4/30/2023	4/30/2024 4/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Limit \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 50,000	Y Y	US00104700LI22A	12/30/2022	4/30/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 S
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB5X576106	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <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
C D E	Tech E&O, Cyber & Privacy Property Cyber	Y	US00104711EO22A 7535671 14062272	12/30/2022 12/1/2023 12/1/2023	4/30/2024 12/1/2024 12/1/2024	\$10,000,000 ALL RISK COVERAGE \$1,000,000 Each Claim/Agg Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF CHICAGO is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability on a primary and non contributory basis as required by written contract. Waiver of Subrogation applies in favor of the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract.

Media and Data Coverage Limit - \$4,958,300

CERTIFICATE HOLDER CITY OF CHICAGO ATTN: DEPARTMENT OF PROCUREMENT SERVICES 121 N. LA SALLE ST. CHICAGO IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**As required by a written contract or written
agreement**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #004

This endorsement, effective 12:01 a.m., December 30, 2022, forms a part of Policy No. US00104699LI22A issued to Idemia America Corp. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization that your are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NM, NV, NY, OK, OR, PA, RI, SC, TN, VA, VT, WV

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2023

Policy No. 9017190001

Endorsement No. 1
Premium \$0

Insured Idemia Identity & Security USA, LLC

Insurance Company
Sentry Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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April 9, 2024

Mr. Joseph Perfetti
Director of the Administrative Support Division
Chicago Police Department
3510 South Michigan Ave.
Chicago, IL 60605
Ph: 312-745-5620

The Chicago Police Department (CPD) has requested a quote to upgrade the backend servers at its central site. CPD also requires pricing for three years of maintenance.

As the supplier of the existing and proposed new Backend Servers and software application, only IDEMIA can provide and support those backend servers and the functionality they provide. These servers use proprietary software applications developed and licensed to IDEMIA.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please feel free to contact me by email (gary.newlin@us.idemia.com) or by phone (612) 839-9639.

Sincerely,

A handwritten signature in blue ink that reads "Gary Newlin".

Gary Newlin
Director, Business Development
Justice and Public Safety
IDEMIA Identity & Security USA LLC

1 Solution Overview

The Chicago Police Department (CPD) has requested a quote to upgrade the IDEMIA backend servers at its central site. CPD requires pricing for three years of maintenance. IDEMIA I&S Field Service Technicians require two days to install and test the CPD-provided solution. IDEMIA I&S will use the CPD-provided virtual-server environment to implement the solution.

2 CPD Central Site Server Upgrade and 3 Years of Maintenance Pricing

IDEMIA I&S proposes the software and services described in Table 1.

Table 1: CPD Central Site Server Upgrade Pricing

Qty.	Description	Price
1	Central Site Server Upgrade	\$34,437
	IDEMIA I&S Professional Services, including: <ul style="list-style-type: none"> • Program Management • Installation and Test • Remote server support 	
	Logistical Services, including: <ul style="list-style-type: none"> • Delivery scheduled upon receipt of order 	
	Total Price:	\$34,437

Table 2 describes the covered products, and Table 3 shows the 3-year Maintenance cost.

Table 2: Description of the Covered Products

Product	Description	Node
Livescan Mgmt. Server	Backend - Cluster Server	CPDCLU1
	Backend - Cluster Server	CPDCLU2
	Backend - Domain Controller	CPDLSS1
	Backend - Domain Controller	CPDLSS2
	Backend - Storage	CPDNAS
	Network - Switch	CPDNET
	Printer - Lexmark	CPDLPR1
	Printer - Lexmark	CPDLPR2
	Printer - Lexmark	CPDLPR3
Livescan	Livescan - LSS-D	CHILSS001
Livescan	Livescan - LSS-D	CHILSS002
Livescan	Livescan - LSS-P	CPDLSSMOB-1
Livescan	Livescan - LSS-P	CPDLSSMOB-2
Livescan	Livescan - LSS-P	CPDLSSMOB-3
Livescan	Livescan - LSS-P	CPDLSSMOB-4
Livescan	Livescan - LSS-P	CPDLSSMOB-5
Livescan	Livescan - LSS-P	CPDLSSMOB-6
Livescan	Livescan - LSS-P	CPDLSSMOB-7
Livescan	Livescan - LSS-P	CPDLSSMOB-8

Product	Description	Node
Livescan	Livescan - LSS-P	CHIFIRE001
Livescan	Livescan - LSS-P	CHIFIRE002
Livescan	Livescan - LSS-P	CHIFIRE003
Livescan	Livescan - LSS-P	CPDLSSMOB-9
Livescan	Livescan - LSS-R	CPDLSS384-2
Livescan	Livescan - LSS-R	CPDLSS025-1
Livescan	Livescan - LSS-R	CPDLSS025-2
Livescan	Livescan - LSS-R	CPDLSS025-3
Livescan	Livescan - LSS-R	CPDLSS006-1
Livescan	Livescan - LSS-R	CPDLSS001-1
Livescan	Livescan - LSS-R	CPDLSS001-2
Livescan	Livescan - LSS-R	CPDLSS001-3
Livescan	Livescan - LSS-R	CPDLSS002-1
Livescan	Livescan - LSS-R	CPDLSS002-2
Livescan	Livescan - LSS-R	CPDLSS002-3
Livescan	Livescan - LSS-R	CPDLSS003-1
Livescan	Livescan - LSS-R	CPDLSS004-1
Livescan	Livescan - LSS-R	CPDLSS005-1
Livescan	Livescan - LSS-R	CPDLSS005-2
Livescan	Livescan - LSS-R	CPDLSS005-3
Livescan	Livescan - LSS-R	CPDLSS007-1
Livescan	Livescan - LSS-R	CPDLSS008-1
Livescan	Livescan - LSS-R	CPDLSS010-1
Livescan	Livescan - LSS-R	CPDLSS011-1
Livescan	Livescan - LSS-R	CPDLSS011-2
Livescan	Livescan - LSS-R	CPDLSS011-3
Livescan	Livescan - LSS-R	CPDLSS015-1
Livescan	Livescan - LSS-R	CPDLSS019-1
Livescan	Livescan - LSS-R	CPDLSS019-3
Livescan	Livescan - LSS-R	CPDLSS016-1
Livescan	Livescan - LSS-R	CPDLSS018-1
Livescan	Livescan - LSS-R	CPDLSS384-1
Livescan	Livescan - LSS-R	CPDLSS020-1
Livescan	Livescan - LSS-R	CPDLSS022-1
Livescan	Livescan - LSS-R	CPDLSS019-4
Livescan	Livescan - LSS-R	CPDLSS001-4
Livescan	Livescan - LSS-R	CPDLSS009-1

Table 3: 3-Year Maintenance Cost

Term	Cost
Year 1 - August 1, 2024 – July 31, 2025	\$270,294
Year 2 - August 1, 2025 – July 31, 2026	\$284,470
Year 3 - August 1, 2026 – July 31, 2027	\$298,694
3-year Total	\$853,458

Table 4: CPD Central Site Server Upgrade Plus 3-Year Maintenance Cost Pricing

Qty.	Description	Price
1	Central Site Server Upgrade	\$34,437
1	3-year Total	\$853,458
	Total Price:	\$887,895

Should you require further assistance, please feel free to contact me by email (gary.newlin@us.idemia.com) or by phone (612) 839-9639.

Sincerely,



Gary Newlin
 Director, Business Development
 Justice and Public Safety
 IDEMIA Identity & Security USA LLC