PROFESSIONAL SERVICES AGREEMENT

for

LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (LEDMS)

CONTRACT NO: 12-30-379

BETWEEN

COOK COUNTY GOVERNMENT
Office of the Secretary to the Board of Commissioners &
Office of the Secretary to the Forest Preserve District of Cook County

AND

GRANICUS INC.
(Based on City of Chicago Contract No. 24530)

CONTRACT NO. 12-30-379

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Granicus, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant," pursuant to authorization by the Cook County Board of Commissioners on the 14 day of November, 2012, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago solicited a formal Request for Proposal process for Legislative Electronic Document Management System (LEDMS) and the Consultant was identified as the qualified and lowest cost provider for the services; and

Whereas, the City of Chicago ("the City") entered into a contract on September 7, 2010 for the provision of services by the Consultant for the City relative to Legislative Electronic Document Management System (LEDMS), City Contract No. 24530 ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, the County, through the Office of the Secretary to the Board of Commissioners and the Office of the Secretary to the Forest Preserve District of Cook County, desire certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County a Legislative Electronic Document Management System (LEDMS), incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing, and able to perform these services for the County set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 County Price Proposal and incorporated herein by reference; and

Whereas, the Contract will be effective after proper execution of the contract documents by the County through September 6, 2013; and

Whereas, following expiration of the base term of the Agreement, the County may choose to exercise renewal options as stated in the City Contract for the period of a 24 month extension; and

Whereas, Payment shall be as follows:

> In no case shall such charges exceed the amount of $262,400.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.
>
> In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City of Chicago Contract, all as may be applicable to County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

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

Exhibit 1	County Statement of Work
Exhibit 2	County Price Proposal
Exhibit 3	City of Chicago Contract (Contract No.24530)
Exhibit 4	General Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Cook County Board Authorization

EXHIBIT 1

County Statement of Work

1. Proposed Solution

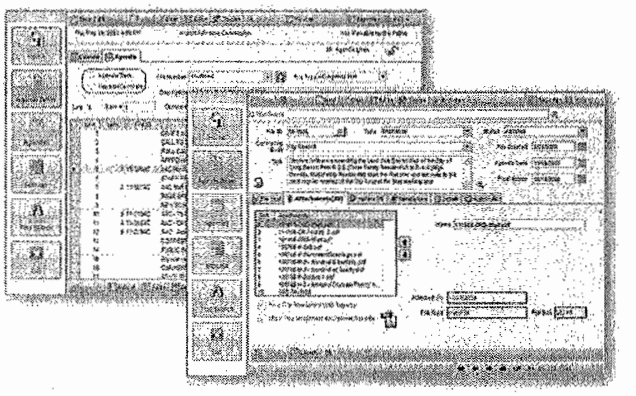
Granicus is pleased to offer the following solution for the Cook County Secretary's Office. This includes all of the Software, Professional Services, Managed Services, and Infrastructure to meet the requirement set forth from the Cook County staff.

The following includes features of the ***Granicus Legislative Management Suite***:

Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Once the agenda is generated, a minutes report is automatically created with the same data. All attendance, actions, movers/seconders, votes and notes can be captured for the public record. This Suite also allows you to track legislation from inception through approvals and actions taken. Click here for more information on the Legislative Management Suite.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Meeting minutes
- Track and search legislative data



Scope of Work

		SUP	MOD	3rd	CST	FUT	NS
GENERAL PREFERENCES							
GEN1.	If requested, can you provide a demonstration of this system?	x					
Audit & Retention							
AR1.	Provide a document audit trail. General auditing information maintained by the system should include the level of control over what activities are audited (add, delete, modify, annotate, rendition, print, other). Controlled by individual logons, roles and groups.	x					
AR2.	Audit trail includes records management actions such as marked for destruction, destroyed, legal hold actions, etc.	x					
AR3.	Simple to configure document life cycle and retention schedule.	x					
AR4.	Rentention schedules can be configured by index value or document type.	x					
AR5.	Support time, event and time/event driven rentention rules.	x					
AR6.	Managers can be notified prior to document destruction.	x					
AR7.	Approvals can be given before document destruction can take place.	x					
Document Importing & Exporting							
IE2.	Ability to import and edit existing Word and documents for use as templates.	x					
IE3.	Allow for the following document import methodologies: fax and direct scanning; direct loading and copying.	x					

		SUP	MOD	3rd	CST	FUT	NS
IE4.	Accept and support a wide range of common and standard content types: structed content (e.g. database data, Miscosoft Excel spreadsheets, and transactions); documents (e.g. Microsoft Word, WordPerfect, Acrobat PDF, HTML, XML, Java and photos and other images. Digital media such as visual files shall also be supported (e.g. TIFF, PDF, JPEG, Mpeg, GIF, BMP, Raw Text, Scitex, Targa, PCX, Pixar, PNG, Pict, AVI, ASC II, RSS). The system shall be able to work with large and irregular shaped documents.	x					
IE6.	As incoming documents are received, the system should provide rules-based routing for automatic processing.	x					
IE7.	Ability to export to Word, WordPerfect, TIFF, PDF, HTML, E-mail, Rich Text and/or be sent to printer.	x					
IE8.	Support data export for analysis and manipulation in standard desktop analysis tools, such as MS Excel.	x					
IE9.	Describe available functions for exporting documents and indices from the EDMS repository, including a complete export of all document/indices in the system.	x					
IE10.	Exported data can be burned to CD and other removable storage devices.	x					
Document Indexing & Retrieval							
IR2.	Have the ability to auto-index & extract meta-data directly to various applications.	x					
IR3.	Support virtually unlimited indexing schemes, allowing for different indexes by document type, and different data types for each index field.	x					
IR4.	Allow for index field validation (e.g., require entry or require certain formats).	x					
IR5.	Support cross-referencing between documents.	x					
IR6.	Support cross reference items to City of Chicago Municipal Code.	x					
IR7.	Provide for retrieval of documents via a variety of means, including keyword searching, foldering, and full-text searching.	x					
Electronic Forms							

		SUP	MOD	3rd	CST	FUT	NS
EF1.	Contain a web-based e-forms product for publishing legislative electronic forms (I.e. ordinances, resolutions, Committee agendas, etc.) to the intranet/internet.	x					
EF2.	Support creation, review, approval, publication and management of electronic forms with input fields that can be configured to represent existing lgislative documents used by Aldermen, City Departments, the general public, etc.	x					
EF3.	Support paper-to-digital form conversion, and enable the user to edit a form once converted.	x					
EF4.	Support email distribution of these forms.	x					
EF5.	Provide a mechanism for assuring that new files created from e-forms are saved as separate files.	x					
EF6.	Limitless number of forms that can be created and published in the e-forms application.	x					
EF7.	Utilize a publishing functionality that allows the administrator to determine when a form is published and made available to the users in various applications.	x					
EF10.	Comply with all Federal and State regulations regarding Electronic forms and Electronic signatures.	x					
EF11.	Universal updates to State and local laws should automatically update e-forms and allow for approval prior to publication.	x					
Intranet/Internet Publishing							
IP1.	Create a customizable public portal for searching all legislative documents which can be integrated to the current web design of the City Clerk's website.	x					
IP2.	Automatically post all legislative documents for viewing over the Internet.	x					
IP3.	Display the meeting type, associated agenda, video, pod-cast and supporting documentation for each meeting.	x					
IP4.	Provide a method to download all legislative documents and associated attachments as a single PDF and allow printing of legislative documents.	x					
IP5.	Provide archival/historical information to all legislative documents, agendas, motions, and votes.	x					

		SUP	MOD	3rd	CST	FUT	NS
Physical Records							
PR1.	Support tracking of physical records from receipt to delivery (e.g., third party records storage services)	x					
PR2.	Support the management and tracking of physical files and boxes.	x					
PR3.	Support the movement of files from active filing to inactive, off-site record storage.	x					
PR4.	Provide an audit trail or chain of custody relative to the movement of physical files.	x					
PR5.	Tracking of physical records from receipt to delivery to third-party records storage services.	x					
PR6.	Records destruction services.	x					
Reporting							
R1.	Provide reporting capability to track user activity - spcifically usage of content, aging, etc.	x					
R2.	Provide standard (out of box) and modifiable reports.	x					
R3.	Provide the capability to create pre-defined reports.	x					
R4.	On-line viewing, printed output and file output of reports.	x					
R6.	Provide a web-based interface for reporting.	x					
Search Engine							
SE1.	Provide for Google-type searching capabilities of agenda, minutes, closed captioning, video, supporting material, etc.	x					
SE2.	Allow searches using any combination of fields, text and content, including but not limited to: natural language, clustering, word stemming, synoyms and text analytics.	x					
SE3.	Provide a query building tool that supports formulation of complex queries.	x					
SE4.	Search key words across multiple tables, limiting search to index fields or including full text (contents) of document.	x					
SE5.	Search results include document number, title, status, introduction/passage date, sponsor and provide links to the legislative documentation, including all supporting documents, video and audio archives.	x					

		SUP	MOD	3rd	CST	FUT	NS
SE6.	A "Legislative History" summary page showing results of a search for a topic, meeting with listings of: meeting dates, agendas, minutes, document numbers, titles, effective dates, voting history, legislation text, supporting documents, and video records.	x					
SE7.	Ability to save search terms and subscribe to the option to receive alerts daily, weekly, monthly, etc. based on search criteria.	x					
Security & System Administration							
SA1.	Allows for integration with Microsoft Active Directory, Novell Directory Services or any LDAP-compliant directory service to allow for adoption of user sign-on security?	x					
SA2.	Provide group level as well as individual user security.	x					
SA4.	Systems Administrator functionality that can manage overall system and provide help to users when necessary.	x					
SA5.	Enable the usage environment to honor the rights associated with the content? (Ex. If the user only has the right to view the content then printing or copying will not be allowed.)	x					
SA6.	Ability to provide role based security across all templates, content, processes and repositories (e.g. for individuals, groups of users, individual files, directories or sites).	x					
SA7.	Ability to restrict access by end users to designated areas of a website using authentication mechanisms such as user name and password.	x					
SA8.	Enable individual security to be defined at the folder, subfolder, document, and process level. This may override role based security, so that a document might have "default" security, which can be restricted at the user or administrator's discretion.	x					
SA9.	Support encryption of data between the system and the user's computer through standard web encryption (SSL). Encryption algorighm used shall be based on Advanced Encryption Standards (AES).	x					

		SUP	MOD	3rd	CST	FUT	NS
SA10.	Individuals should only see those document they have been granted access to, both when navigating and searching.	x					
SA11.	Individuals should only see documents they have been granted access to, both when navigating and searching.	x					
SA12.	Allow administrators to control who may set, change or override document security settings.	x					
	Workflow						
WF1.	Allow for editing, spell check, revisions or replacement of scanned documents.	x					
WF2.	Maintain audit trail of changes made to each item, including date and time stamp, creator, editor and type of access (e.g., ready, modify).	x					
WF3.	Provide check-in/check-out control for each content item stored in the content repository.	x					
WF4.	Enable users to continue viewing a document when it is checked out.	x					
WF5.	Provide users visual feedback indicating a file's status (e.g., who has content checked out, how long it has been checked out).	x					
WF6.	Allow versioning of legislative items, such as draft, revision, and final Minutes/Journal.	x					
WF7.	Provide version control to maintain version integrity throughout the lifecycle of a document.	x					
WF8.	Provide the ability to lock a document once it is "final" and indicate this status. Once locked, new versions should not be able to be created.	x					
WF9.	Allow for each version of a document to be assigned individual access control rights and metadata values.	x					
WF10.	Provide a workflow approval process that notifies the appropriate person when they need to perform a task in relation to an item (e.g. approval required.)	x					
WF11.	Provide a workflow approval process that supports parallel and sequential approval steps.	x					
WF12.	Provide a workflow that is configurable to allow different approval processes based on how quickly the contact item is to be published (e.g. routine or urgent).	x					

		SUP	MOD	3rd	CST	FUT	NS
WF13.	Provide a workflow that is configurable to allow different approval processes based on the type of content item/template being created.	x					
WF14.	Provide a workflow that is configurable to allow different approval processes based on where the documet item is being published (e.g. Book, Intranet, Internet).	x					
WF15.	Provide a workflow that is configurable to allow different approval processes for different City Departments.	x					
WF16.	Ability to keep revisions of documents that are changed during the approval process.	x					
WF17.	Provide a rules based system that can be programmed with deadlines and generate auto e-mail reminders for impending and past-due deadlines.	x					
WF18.	Support criteria-based notification, escalation or reassignment of workflow approval based on deadlines.	x					
WF19.	Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.	x					
WF20.	Ability for authorized non-technical users to create and manage workflow processes. No scripting or programming should be required.	x					
WF21.	Ability for non-technical users to configure notifications to various roles/individuals based on workflow status.	x					
WF22.	Ability to alter or override workflow dependencies to meet real-time needs (e.g. re-route workflow tasks).	x					
WF23.	Ability to assign workflow to classes of contact items as well as roles and individuals.	x					
WF24.	Ability to establish a variety of roles within a workflow process.	x					
WF25.	Ability to grant or withhold specific workflow permission based on role, type of content item or other criteria.	x					
WF26.	Provide tools for e-forms/template management, and the ability to associate workflow with specific e-forms/templates.	x					
WF28.	Not limit in any way the type of electronic files that can be attached to the workflow.	x					

granicus
connecting government

		SUP	MOD	3rd	CST	FUT	NS
SPECIFIED PREFERENCES							
Agenda Management							
AM1.	The interface should display the item's status and allow for easy editing through the system or through a web based form, such as adding and creating links to supporting documentation for an item, adding item details, or adding item notes.	x					
AM2.	Provide Agenda templates for all Board/Committee/ Subcommittee.	x					
AM3.	Provide for agenda item auto-numbering.	x					
AM4.	Allow versioning of agenda's such as draft, revision, and final agenda.	x					
AM5.	Ability to link item to Google maps so the public can see the GIS by selecting the link.	x					
AM6.	Ability to distribute agenda packets electronically to Council Members and public.	x					
AM7.	Ability to create and define committees, boards, commissions and councils and manage same.	x					
AM8.	Ability to create members and assign them to positions in the committees, boards, commissions and councils.	x					
AM9.	Ability to approve agenda items individually or as a group within a meeting.	x					
AM10.	Allow actions and votes to be added for each agenda item. The actions and votes can be added manually for each item or selected from a pre-configured list tied to each agenda type.	x					
AM11.	Support electronic note-taking by meeting participants.	x					
AM12.	Post meeting capability for tracking agenda items. Provides ability to use workflow to manage post meeting activities.	x					
AM13.	Publish a finalized HTML & PDF agenda to the Web with all associated attachments as links to the appropriate agenda item.	x					
AM14.	Ability to create a summary of action items taken at a meeting.	x					

		SUP	MOD	3rd	CST	FUT	NS
AM15.	Provide automatic notification when a document is revised or when changes are made to an individual agenda item.	x					
AM16.	Allow an unlimited number of meetings to be added and managed by the system.	x					
AM17.	Show where an agenda item is within the workflow process and it's status (approved, rejected, being drafted, final draft, etc.).	x					
AM18.	The system should allow documents to be marked as confidential so they are not published and/or are not part of the PDF packet.	x					
	Legislative Drafting						
LD1.	Legislative drafting using electronic forms with version controls.	x					
LD2.	Setting to use MS Word as Integrated Text Editor.	X					
LD3.	Ability to draft an item without having to submit it to the approval process immediately.	x					
LD4.	Ability to mark items and attachments as either public or private.	x					
LD6.	Provide the ability to lock a document once it is "final" and indicate this status. Once locked, new versions should not be able to be created.	x					
LD7.	Ability to keep revisions of documents that are changed during the approval process.	x					
LD8.	Provide a workflow approval process that notifies the appropriate person when they need to perform a task in relation to an item (e.g. approval required.)	x					
LD9.	Provide a workflow approval process that supports parallel and sequential approval steps.	x					
LD10.	Provide a workflow that is configurable to allow different approval processes for different City Departments.	x					
LD11.	Provide a rules based system that can be programmed with deadlines and generate auto e-mail reminders for impending and past-due deadlines.	x					
LD14.	Comply with all Federal and State regulations regarding Electronic signatures.	x					
	Journal of Proceedings/Meeting Minutes Management						

		SUP	MOD	3rd	CST	FUT	NS
JP1.	Ability for staff to take and modify attendance and roll call at a meeting (including someone coming in late or leaving early).	x					
JP2.	Ability to create an attendee list for each meeting type (I.e. - regular and/or special).	x					
JP3.	Ability to record and track motions, actions, votes, and discussions in real-time during City Council meetings.	x					
JP5.	Ability to create and modify Meeting Minutes/Journal template with default text for minutes, motions, and voting.	x					
JP6.	Modification of Minutes/Journal should be simple to perform and not require extensive cleanup.	x					
JP7.	Recorded motions, votes, roll calls, and notes from software interface should automatically appear as text in Minutes/Journal.	x					
JP8.	Ability to create a Table of Content for the Minutes/Journal.	x					
JP9.	Allow for the manual ordering of legislative documents in the draft Minutes/Journal.	x					
JP10.	Ability to customize post-meeting disposition of documents, i.e. numbering, storage, signing, etc.	x					
JP11.	Provide post meeting capabilities for tracking and signing documents and provide ability to use workflow to manage post meeting activities.	x					

EXHIBIT 2

County Price Proposal

Cook County Price Proposal

This Agreement will enable an overall value that will not exceed $$262,400.00 through the contract end date of September 6, 2013 per the County Statement of Work.

3. Investment

Solution Platform and Software	Upfront Cost	Monthly Cost	Annual Cost
Granicus Legislative Management Suite		$5,500.00	$66,000.00
Software and Support			
Legistar L5 Enterprise (License)			
24 x 7 Technical Support			
Maintenance			
Professional Services			
Project Management	$5,000.00		
Implementation Pre Assessment Services - Committees	$25,000.00		
Workflow Interfaces Development	$15,000.00		
Legistar InSite WebPortal / Template Design and Support)	$4,500.00		
Training Services (10 Days Onsite)	$15,000.00		
Training Services (3 Web Series)	$5,400.00		
Granicus LM Platform Total	**$69,900.00**	**$5,500.00**	**$66,000.00**

Annual Cost Summary (for period of Contract)

Year	Dates	Annual Cost
1	October 2, 2012 – October 1, 2013	$135,900.00 (upfront + 1 Year Managed Services)
2	October 2, 2013 – October 1, 2014	$66,000.00
3	October 2, 2014 – Sept 6, 2015	$60,500.00

EXHIBIT 3

City of Chicago Contract (Contract No.24530)

City of Chicago The City of Chicago's Official Site

City of Chicago | Vendor, Contract and Payment Information

Vendor, Contract and Payment Search Home

Search Options Page
Vendor Information
Contracts and Awards
Disclosures
Bid Tabulations
Opportunity Take Out List
Payments
Reported Sub-contractor Payments

Department of Procurement Services

Department of Finance

FAQ

Contact Info

Back to previous page

Print Version

Contract Details

Contract (PO) Number:	24530
Specification Number:	79485
Award Date:	06/09/2011
Original Award Amount:	Up To $294,039.07
Current Award Amount	**Up To $294,039.07** View Payment Details
Vendor Name:	GRANICUS, INC Show all contracts for this vendor | Show all disclosures for this vendor
Description:	LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (TRANSFER AGREEMENT FROM PO # 21883)
Buyer Name:	
Target Market:	No

Original Contract

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
24530	24530 - D1	06/09/2011	04/11/2011	09/06/2013	Up To $294,039.07

Contract Summary Sheet

Contract (PO) Number: 24530

Specification Number: 79485

Name of Contractor: GRANICUS, INC

City Department: CITY CLERK

Title of Contract: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (TRANSFER AGREEMENT FROM PO # 21883)

Term of Contract: **Start Date:** 4/11/2011

End Date: 9/6/2013

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$294,039.07

Brief Description of Work: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (TRANSFER AGREEMENT FROM PO # 21883)

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 54767046
Submission Date:
9.2.11

TRANSFER OF CONTRACT AGREEMENT

Effective upon the consent of the City of Chicago,

* **ASSIGNOR** DAYSTAR COMPUTER SYSTEMS, INC. *(Original Contractor Name)*, a ILLINOIS CORPORATION *(State of Incorporation)* corporation, 600 W. JACKSON, #580, CHICAGO, IL 60661 *(Original Contractor Address)* ("Assignor") assigns its rights and delegates its duties and obligations under the City of Chicago contract identified below ("Contract) to

ASSIGNEE GRANICUS, INC. *(Assignee Company Name)*, a CALIFORNIA *(State of Incorporation)* corporation, 568 HOWARD ST, #300, SAN FRANCISCO, CA 94105 *(Assignee Company Address)* ("Assignee").

Specification Number of the Contract: 79485

Contract Number: CITY CLERK DOCUMENT MANAGEMENT SYSTEM #0-# 21883

Job/Project Description and/or #: _____

Effective immediately, **Assignee** accepts **Assignor's** rights under the Contract and assumes performance of the Contract, including all of **Assignor's** duties, and obligations under it, which may require **Assignee** to post a performance and payment bond acceptable to the City of Chicago. By this instrument, **Assignor** authorizes and directs the Comptroller of the City of Chicago to pay **Assignee**, all moneys due under the Contract for work performed after the effective date of this transfer.

SIGNED as of this 23RD day of MARCH, 20 11, by:

ASSIGNOR: DAYSTAR COMPUTER SYSTEMS, INC.
(RONALD E. CICHON, CEO)
(Original Contractor's Name)

By: _____
(Authorized Signature)

Title: CEO

(Print)
Name: RONALD E. CICHON

AFFIX CORPORATE SEAL (if requires in state of incorporation)

(Print)
Attest: Darius Tijanko
~~(Corporate Secretary)~~ (CTO)

State of ILLINOIS, County of DuPAGE.

This instrument was ACKNOWLEDGED before me this 23RD day of MARCH, 20 11 by RONALD CICHON as C.E.O. of DAYSTAR COMPUTER SYSTEMS, INC. and DARIUS TIJANKO as C.T.O. of DAYSTAR COMPUTER SYSTEMS, INC.

_____

OFFICIAL SEAL
THOMAS PRIMOZIC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/14

ASSIGNEE:

Granicus, Inc.
(New Contractor's Name)

By: Tom Spengler
(Authorized Signature)

Title: CEO

Name: Tom Spengler
(Print)

AFFIX CORPORATE SEAL (if required in state of incorporation)

Attest: [illegible]
(Corporate Secretary)

State of California, County of San Francisco.
This instrument was ACKNOWLEDGED before me this 29th day of March, 20 11 by Tom Spengler as CEO of Granicus, Inc. and Emery Jones as CFO of Granicus, Inc.

Notary Public

KATHERINE H. JOHNSON
COMM. # 1894635
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commisson Expires July 4, 2014

CONSENT TO TRANSFER OF CONTRACT

THE CITY OF CHICAGO consents to the transfer of the above Contract from the Assignor, _____ to the Assignee, _____, and will accept performance from the Assignee. This consent is for the convenience of the Assignor and the Assignee; it does not relieve Assignor of its duties and obligations to the City under the Contract. The Assignor and Assignee may agree to additional terms and conditions between themselves consistent with the terms of this Consent and the above Transfer of Contract Agreement.

CITY OF CHICAGO

By: _____

Jamie L. Rhee
Chief Procurement Officer
City of Chicago

Date: _____

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 21008
Certificate Printed on: 09/02/2011

Date of This Filing:04/06/2011 12:43 PM
Original Filing Date:03/15/2011 04:23 PM

Disclosing Party: Granicus, Inc
Filed by: Mr. Emery Jones

Title:CFO

Matter: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM
Applicant: Granicus, Inc
Specification #: 79485
Contract #: 24530

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://webapps.cityofchicago.org/EDSWeb 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2011

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 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 Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Patricia L Stevens PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922 E-MAIL ADDRESS: pat@properlyinsured.com PRODUCER CUSTOMER ID #: 00001280
INSURED Granicus, Inc. 568 Howard Street 3rd Floor San Francisco CA 94105	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Prop Cas Ins Co — 36161 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:CL114805313** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE ___ OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	POLICY ___ PRO-JECT ___ LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS						BODILY INJURY (Per accident) $
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $
	HIRED AUTOS						$
	NON-OWNED AUTOS						$
	UMBRELLA LIAB ___ OCCUR						EACH OCCURRENCE $
	EXCESS LIAB ___ CLAIMS-MADE						AGGREGATE $
	DEDUCTIBLE						$
	RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ___ N/A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Valuable Papers			ET09405164	1/1/2011	1/1/2012	On Premises $50,000
							Transit or Undescribd Premises $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is provided as evidence of coverage for the named insured.

CERTIFICATE HOLDER

joseph.chan@cityofchicago.

City of Chicago
121 North LaSalle Street
City Hall - Room 403
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

Vanessa Dalopek

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2011

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PRODUCER
Anixter & Oser, Inc.
License 0E28888
205 San Marin Drive
Novato CA 94945-1227

CONTACT NAME: Barbara Hernandez
PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922
E-MAIL ADDRESS: barbara@properlyinsured.com
PRODUCER CUSTOMER ID #: 00001280

INSURED
Granicus, Inc.
568 Howard Street 3rd Floor
San Francisco CA 94105

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop Cas Ins Co	36161
INSURER B: Travelers Ind Co of CT	25682
INSURER C: Travelers Property Casualty Co	25674
INSURER D: Evanston Insurance Company	35378
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL111504997 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		TT09405164	01/01/2011	01/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA3402P458	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			TT09405167	1/1/2011	1/1/2012	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB 8133P870	1/1/2011	1/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY Claims Made			IT-803281 Retroactive Date 12/13/09	1/1/2011	1/1/2012	Each Claim / Aggregate Deductible	$1,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Chicago, its officers, agents, and employees are named as additional insured per form Waiver of Subrogations apply in favor of additional insured per forms CGD417 0708 and WC9903 76 (00) attached.

CERTIFICATE HOLDER

joseph.chan@cityofchicago.

City of Chicago
121 North LaSalle Street
City Hall - Room 403
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

Vanessa Salgado

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2011

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PRODUCER
Anixter & Oser, Inc.
License 0E28888
205 San Marin Drive
Novato CA 94945-1227

CONTACT NAME: Patricia L Stevens
PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922
E-MAIL ADDRESS: pat@properlyinsured.com
PRODUCER CUSTOMER ID #: 00001280

INSURED
Granicus, Inc.
568 Howard Street 3rd Floor
San Francisco CA 94105

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Travelers Prop Cas Ins Co — 36161
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: CL114805317 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	POLICY PRO-JECT LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS						BODILY INJURY (Per accident) $
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $
	HIRED AUTOS						$
	NON-OWNED AUTOS						$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DEDUCTIBLE						$
	RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
A	Blanket Business Personal Property			TT09405164	1/1/2011	1/1/2012	Limit $825,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is provided as evidence of coverage for the named insured.

CERTIFICATE HOLDER

joseph.chan@cityofchicago.

City of Chicago
121 North LaSalle Street
City Hall - Room 403
Chicago, IL 60602

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AUTHORIZED REPRESENTATIVE

Vanessa Dalopek

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granicus.
connecting government

March 29, 2011

Joseph Chan
Contract Negotiator
Department of Procurement Services
City of Chicago, City Hall - Room 403
121 North LaSalle Street
Chicago, Illinois 60602

Re: Transfer of Contract Agreement

Dear Mr. Chan,

Please find enclosed the Consent to Transfer of Contract Agreement. I have also enclosed the requisite insurance forms. Our insurance representative informed me that they could not use the form you originally provided, but that the enclosed documents will serve the same purpose.

Please don't hesitate to contact me with any questions.

Regards,

Katherine H. Johnson
Corporate Counsel

600 W. Jackson Blvd.
Chicago, IL 60661

Phone: (312) 559-0900
Fax: (312) 896-5052
www.legistar.com

Ron Cichon
President / CEO
ronc@legistar.com

John Cichon
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Darius Tajanko
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dariust@legistar.com

Tobias Cichon
Communications Director
tobiasc@legistar.com

Producers of:

LEGISTAR

Daystar computer systems, Inc.

March 7, 2011

The City of Chicago
Office of the City Clerk
Room 107, City Hall
121 North LaSalle Street
Chicago, IL 60602

Attention: Monica Carranza, Esq.

Dear Monica:

On behalf of Daystar Computer Systems, Inc. ("Daystar"), I am writing to inform you that we are in the process of finalizing a stock purchase agreement pursuant to which Granicus, Inc. is set to acquire all the issued and outstanding capital stock of Daystar. Pursuant to the Legislative Electronic Document Management System Agreement entered into between you and Daystar (the "Agreement"), we are required to notify you of the contemplated transaction which will constitute a change in ownership of Daystar under the Agreement.

It is therefore incumbent upon Granicus and Daystar to seek the written approval of the Chief Procurement Officer to such change in ownership in advance of the closing of the contemplated transaction as set forth in Section 10.1 of the Agreement.

We expect to consummate the contemplated transaction on or before March 21, 2011. We ask that you please review, complete, sign, and return the attached consent to me, Ron Cichon, at the address stated above. If you have any questions, you can contact me directly at (312) 559-0900 ext. 101.

Thank you for your cooperation in this matter.

Best regards,

Ron Cichon
President & CEO

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Reported Sub-contractor Payments

Department of Procurement Services

Department of Finance

FAQ

Contact Info

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Print Version

Contracts for DAYSTAR COMPUTER SYSTEMS INC

Get Adobe Reader In order to view the Contract and Award Listings, you need to download the Free Acrobat Reader.

1 Record(s) found.

Click on a Category Title to sort the records or select a contract from the list below to view more details.

DUR in the Award Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Page 1 of 1 First / Previous Next / Last

Contract (PO) # Specification #		Award Amount	Award Date	Commodity or Service / Department
21883 spec # 79485	Details	Up To $699,931.00	09/08/2010	LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (TRANSFER TO PO # 24530) CITY CLERK

Page 1 of 1 First / Previous Next / Last

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FAQ

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Print Version

Contract Details

Contract (PO) Number:	21883
Specification Number:	79485
Award Date:	09/08/2010
Original Award Amount:	Up To $699,931.00
Current Award Amount	**Up To $699,931.00** View Payment Details
Vendor Name:	DAYSTAR COMPUTER SYSTEMS INC Show all contracts for this vendor | Show all disclosures for this vendor
Description:	LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (TRANSFER TO PO # 24530)
Buyer Name:	
Target Market:	No

Original Contract

DUR in the **A**ward Amount column means that the contract award total **Depends Upon Requirements**. A **Depends Upon Requirements** contract is an indefinite quantities contract in which the city places orders as needed. The vendor is not guaranteed any particular contract award amount.

Contract (PO) #	Disclosure #	Award Date	Start Date	End Date	Original Award Amount
21883	21883 - D1	09/08/2010	09/07/2010	09/06/2013	Up To $699,931.00

Contract Summary Sheet

Contract (PO) Number: 21883

Specification Number: 79485

Name of Contractor: DAYSTAR COMPUTER SYSTEMS INC

City Department: CITY CLERK

Title of Contract: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Term of Contract: Start Date: 9/7/2010

End Date: 9/6/2013

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$699,931.00

Brief Description of Work: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 53650021
Submission Date:

8.24.10

Contract (PO) No. 21883
Specification No. 79485
Vendor No. 53650021-A

AGREEMENT

BETWEEN

THE CITY OF CHICAGO
OFFICE OF THE CITY CLERK

AND

DAYSTAR COMPUTER SYSTEMS, INC.

LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

RICHARD M. DALEY
MAYOR

AGREEMENT

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List of Exhibits

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EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT AND APPENDIX A
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EXHIBIT 6	CONTRACTUAL REQUIREMENTS RELATED TO HIPAA
EXHIBIT 7	LIST OF KEY PERSONNEL
EXHIBIT 8	SERVICE LEVEL AGREEMENT
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EXHIBIT 10	CITY OF CHICAGO INFORMATION SECURITY POLICY
EXHIBIT 11	CITY OF CHICAGO APPLICATION SECURITY POLICY
EXHIBIT 12	CITY OF CHICAGO CONFIDENTIALITY AND ACCEPTABLE USE POLICY
EXHIBIT 13	PROPOSAL

AGREEMENT

This Agreement is entered into as of the 7th day of Sept., 2010 ("**Effective Date**") by and between **Daystar Computer Systems, Inc.**, an Illinois corporation ("**Contractor**" or "**Daystar**") with offices located at 600 West Jackson Blvd, Suite 580, Chicago, Illinois 60661 and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **Office of the City Clerk** ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

BACKGROUND INFORMATION

The City has described its requirements for the development and implementation of the legislative electronic document management system ("LEDMS"), appropriately configured to meet the current and future needs of the City, and for integration, training, hosting, maintenance, support and other services related to such system, in the Request for Proposal dated November 4, 2009 (the "RFP"). The RFP is hereby incorporated by reference.

Contractor has represented to the City, in its proposal in response to the RFP dated December 29, 2010 (the "Proposal"), and hereby reaffirms that Contractor: (i) possesses superior skills and expertise in implementing systems of the type required by the City; (ii) is a competent, qualified, experienced provider of the types of related services that are required by the City; (iii) has sufficiently qualified personnel available that it shall assign to performance under this Agreement so that such performance will be completed within the timeframe required hereby; and (iv) can fulfill and satisfy the City's requirements for such system and for such related services as are described in the RFP and that, in particular, can provide the system with the functionality described by the City in the RFP and otherwise generally in accordance with the Proposal. The Proposal is hereby incorporated by reference.

NOW, THEREFORE, the City and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

TERMS AND CONDITIONS

ARTICLE 2. DEFINITIONS

2.1 Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 11.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

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

"**City**" means the City of Chicago.

"**City Clerk**" means the City Clerk of the Office of the City Clerk, and any representative authorized in writing to act on the City Clerk's behalf.

"**City Data**" means all data, in any form whatsoever, including data entered by City Users and Public Users, obtained in any manner by Contractor from the City in connection with this Agreement including, but not limited to, images and electronic information related to City Council proceedings, City employees, delegate agencies, contracts, property, budget, purchasing, grants, all financial data, and/or City policies and procedures.

"**City User**" means anyone who has been provided and maintains a valid user identification and password by the City or by Contractor at the City's request.

"**Contractor**" means Daystar Computer Systems, Inc.

"**Contractor's Intellectual Property**" means any output, whether electronic, documentary, tangible or intangible, the Intellectual Property Rights which: (i) are owned by or licensed to the Contractor prior to the Effective Date of this Agreement; and (ii) are identified in

writing as being owned by or licensed to Contractor on delivery of the same to the City, including any subsequent customizations, modifications, or other changes thereto.

"Confidential Information" of City means all personnel information, financial data, any information labeled or marked confidential, and information which Contractor should reasonably know is confidential information related to City's business, including all information of City that is not permitted to be disclosed to third parties under local laws and regulations. "Confidential Information" also includes any verbal or oral information which City summarizes in writing to the receiving party within 30 days following disclosure and which City labels or marks as confidential.

"Cost Proposal" means a cost proposal prepared by Contractor in response to a Task Order Request.

"Daystar Software" means machine readable forms of specific computer software programs developed by Contractor and all applicable Documentation. It also includes any Releases to which City is entitled under this Agreement, as well as any Contractor developed content. "Daystar Software" shall not include source code of any kind, nor shall it include Third Party Software.

"Deliverables" means (i) the results of the Services and (ii) the Software, training materials and other services prepared and provided by Contractor necessary for implementation, maintenance, repair and technical support of the System described in Exhibit 1 of this Agreement and any other work product, such as recommendations, reports and analysis, prepared and provided by Contractor to City in performing Services under this Agreement.

"**Department**" means the Office of the City Clerk and any other participating City departments.

"Documentation" means all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Contractor, its subconsultant or agents in connection with providing the Services. Also includes the technical publications relating to the use of the Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

"Hosting Service" means the hosting of Software (defined ahead) and City Data on Contractor's servers that allow the City to access website for City Users and Public Users of the System. The three primary software components of the Hosting Service are the Hosted Software Components (as defined in Exhibit 8).

"Implementation Plan" means the project management approach and description of the overall project management organizational structure, scope definition, project communications and risk management, change control procedures, documentation and status reporting, quality assurance and acceptance testing. This includes description of the delivery of equipment and services, customization, functionality and performance as mutually prepared and agreed upon by the City and Contractor.

"Intellectual Property Rights" means, to the extent that any of the following are recognized in any jurisdiction: copyrights, patent rights (including applications for patent protection); trade secrets registered or otherwise protected, trademark, trade names and service marks.

"Key Personnel" means those positions and job titles and the persons assigned to those positions and job titles described in Exhibit 7.

"Maintenance and Support Service" means the maintenance, service, support and repair of the System as provided in Exhibit 1.

"Proposal" means the detailed description of the Task Order Services to be provided by the Contractor in a response to a Task Order Request issued in accordance with Section 3.1 (b) of the Agreement. Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"Public User" means a member of the public that accesses the InSite Hosted Software Component without a password.

"Release" means a collection of Software (defined ahead) product versions packaged into a single entity and, as such, made available by Contractor periodically to its customers. A Release includes any enhancements or other changes made by Contractor to the Software. A Release may contain patches and bypasses previously furnished to some customers.

"Statement of Work" means the detailed description of the Services to be provided by the Contractor described in Section 3.1 and Exhibit 1. Unless otherwise indicated, references to Statement of Work will be deemed to include the applicable Service Level Agreement in Exhibit 8.

"**Services**" means all services to be performed by Contractor hereunder, including, but not limited to, Hosting Service and all other services described in Exhibit 1 (Statement of Work), also including those Contractor services not specifically delineated in this Agreement, but consistent with, and reasonably inferable to be within, the scope of the Agreement.

"**Software**" means the Daystar Software and the Third Party Software.

"Source Code" means the human readable compileable form of the Software.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"System" or **"LEDMS"** means the Legislative Electronic Document Management System implemented and, as applicable, provided by Contractor in accordance with Exhibit 1 (Statement of Work) and comprised of all equipment, network components, database design, City Data, Software, Hosting Service, Hosted Software Component (as defined in Exhibit 8) and other resources described in Exhibit 1.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Contractor, signed by the Chief Procurement Officer and City Clerk and issued pursuant to the Task Order procedures set forth in Section 3.1(B) of the Agreement.

"Task Order Request" means a written request from the City Clerk and the Chief Procurement Officer for Contractor to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.1(B) of the Agreement.

"Task Order Services" refers to the services that Contractor is obligated to perform pursuant to a Task Order under the Agreement, and for which Contractor will be compensated pursuant to an agreed upon compensation schedule. Hourly rates, if any, will be those specified in Exhibit 2.

"Third Party Software" means, other than the Daystar Software, all other software, including, but not limited to, all operating systems, applications, utilities, drivers, firmware, databases and other software incorporated into equipment at the data center, licensed by third party through Contractor hereunder, to be procured by Contractor hereunder in accordance with the Exhibit 1 (Statement of Work). Third Party Software also includes software (i) recommended by Contractor as compatible with; (ii) integrated into the System; or (iii) otherwise necessary to meet the requirements of the Detailed Functional Scope, whether or not such software is provided by or procured by Contractor hereunder.

2.2 Interpretation

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

2.3 Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment and Schedules
Exhibit 4	Economic Disclosure Statement and Affidavit and Appendix A
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Contractual Requirements Related to HIPAA
Exhibit 7	List of Key Personnel
Exhibit 8	Service Level Agreement
Exhibit 9	City of Chicago Travel Guidelines
Exhibit 10	City of Chicago Information Security Policy
Exhibit 11	City of Chicago Application Security Policy
Exhibit 12	City of Chicago Confidentiality and Acceptable Use Policy
Exhibit 13	Proposal

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.1 General

(A) In reliance upon the Proposal, and subject to the terms and conditions of this Agreement, the City hereby engages Contractor to undertake the Agreement, to render all of the Services and provide all Deliverables required hereunder and/or specified in Exhibit 1 and provide the System to the Service Levels specified in Exhibit 8, and Contractor hereby accepts such engagement. Contractor hereby agrees to be the prime contractor for the Agreement and assumes full responsibility for the System, including but not limited to all Daystar Software, Third Party Software, equipment and other products and services described herein or otherwise needed to perform Hosting Service to deliver, install, deploy, modify, integrate, maintain, support, and train the City's personnel to use, the System in accordance with this Agreement. Contractor agrees to provide personnel, its expertise and the professional, technical and project management services necessary and appropriate to fully implement the System in accordance with this Agreement. Contractor shall be responsible for providing its own resources and equipment as necessary to provide all Services hereunder.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does

not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 10.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

(B) **Task Order Services**

i. Task Order Requests. From time to time the City Clerk and the Chief Procurement Officer may issue Task Order Requests which are within the scope of this Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed, the required completion date, and the basis of compensation, the fund number from which compensation will be paid with validly appropriated funds. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to pursuant to Section 11.3 but with respect to that project only. The Contractor will not respond to Task Order Requests which are not within the scope of this Agreement.

ii. Proposals.

(a) The Contractor will respond to a Task Order Request by submitting a Proposal to the City Clerk that demonstrates how the Contractor will achieve the requested results and contains a time schedule for delivery of the results, any Deliverables to be provided and a schedule for delivery, and a Cost Proposal, all of which conform to the terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of a Proposal will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the City Clerk must be accepted on behalf of the City by the Chief Procurement Officer before binding the City and Contractor. All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Contractor for any Services provided by Contractor pursuant to a Task Order, or otherwise. The City's acceptance will be demonstrated by a Notice-to-Proceed, issued pursuant to the Task Order procedures set forth in this Section 3.1(B). The Contractor will not commence Services, and the City will not be liable for any costs incurred by or payments to the Contractor, without a Notice-to proceed so executed. All approved Proposals will be governed by the

terms and conditions of this Agreement. The following is the order of precedence: the terms of this Agreement and Task Order (approved Proposal). It is contemplated that each Task Order will include scopes of services setting forth the obligations of the Contractor under that Task Order, but the parties recognize that, depending upon the nature of the scope of service, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 11.3.

(c) The Contractor acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Contractor will perform no Services relating to a Proposal until such approval is obtained.

iii. Deadlines for Submittal of Proposals. Proposals will be submitted to the City Clerk no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Contractor's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

iv. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Contractor, reject the Proposal, or to negotiate a more satisfactory Proposal with the Contractor.

3.2 Detailed Functional Scope.

Attached hereto as Attachment 1 to Exhibit 1 is a description of Contractor's base document management information system and a description of the City's additional functional requirements (the "Detailed Functional Scope") for the **System**, the Services and Deliverables.

3.3 Implementation Plan and Schedule.

Contractor shall complete all of its obligations hereunder in a timely manner and in accordance with the applicable milestone dates set forth in Attachment 2 to Exhibit 1 ("Project Timetable and Deliverables"). Attachment 2 to Exhibit 1 includes: (i) identification of all milestone events and interdependent milestone events; and (ii) a detailed description of all activities to be performed by Contractor and City, including task and sub-task activities, the party responsible for, and the location of, on-site or off-site, such activities. The commencement and completion dates for the project and any critical milestones shall not be changed without the prior written consent of City.

If Contractor fails to meet a milestone primarily due to the fault of Contractor or its Subcontractors or suppliers, then in addition to any other rights and remedies that may be available to City as provided in this Agreement, at no additional cost to City and at City's option, Contractor shall provide to City all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve all later occurring milestones.

3.4 Personnel

(a) Adequate Staffing

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

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago (**"Municipal Code"**), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

3.6 Insurance

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

3.7 Indemnification

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

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 10.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

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

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

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

3.8 Ownership of Documents

All Deliverables, City Data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 3.9 below, all copyrights inherent in them or their preparation; provided, however, that Contractor and any third party shall retain ownership of any Contractor's Intellectual Property or Third Party Intellectual Property Rights (as the case may be) included in such Deliverable. In such a case of retained ownership of Intellectual Property Rights, Contractor will, and hereby does, grant City the right to use such Intellectual Property Rights necessary to effectuate this Agreement. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, City Data, findings or information while in Contractor's or any Subcontractor's possession, but Contractor is not responsible, to the extent that, any loss is due to deletions to City Data by City Users. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 3.7.

3.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement, but not including Contractor's Intellectual Property, are conclusively deemed **"works made for hire"** within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C.

§101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

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

Contractor owns all rights, title, and interest, including all related Intellectual Property Rights, in and to Contractor's Intellectual Property. This Agreement is not a sale and does not convey to the City any rights of ownership in or related to Contractor's Intellectual Property.

3.10 Records and Audits

(a) **Records**

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

(b) **Audits**

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

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

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 10.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges that City is subject to the Illinois Freedom of Information Act (5ILCS140/1 et seq.) and all information in the City's possession may be regarded as a public record subject to disclosure, and any disclosure by City pursuant to the foregoing shall not be deemed a breach of the City's obligations hereunder.

(b) The City shall not, nor shall it allow its agents to create derivative works of, adapt, translate, distribute, disclose, decompile or reverse engineer the Daystar Software, except as expressly set forth in this Agreement. The City shall not disclose Contractor's Intellectual Property, including the source code or object code of any software, except as required by court order, judicial process, or as required under the Illinois Freedom of Information Act. The City shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information.

(c) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the City Clerk.

(d) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the City Clerk and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(e) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

3.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement

under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

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

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

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

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

3.13 City's Policies and Procedures

Contractor covenants that it, the Contractor personnel, Subcontractors of Contractor and their respective employees, and all other agents and representatives of Contractor or its Subcontractors, shall at all times comply with and abide by all policies and procedures of City (as such exist or be revised or established by City from time to time) that reasonably pertain to Contractor in connection with Contractor' performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Contractor's proprietary information. Written copies of such policies and procedures shall be provided to Contractor by City upon request. Prior to performing Services hereunder, each of the Contractor personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements attached hereto in Exhibit 12. Contractor shall issue to each Contractor personnel appropriate access mechanisms (e.g., access IDs, passwords and access

cards), which mechanisms shall be used only by the specific individuals to whom issued. Contractor shall provide each Contractor personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and promptly upon City's request, provide City with an updated list of those Contractor personnel who have the highest level of access to City's systems, software and data. Contractor shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that being maintained by: (i) City with respect to such materials; and (ii) Contractor with respect to its own similar systems and data. Contractor shall cooperate with City in ensuring Contractor's compliance with the policies and procedures described in this Section 3.13 and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Contractor personnel to City's information systems, networks, equipment, property and facilities.

Contractor must comply with all the requirements in the City's Information Security Policy and Application Security Policy contained in Exhibit 10 and Exhibit 11 respectively.

3.14 Section 508 Compliance

Contractor is committed to meeting the requirements of Section 508 of the Rehabilitation Act Amendment of 1998 (36 CFR 1194) as implemented by the Electronic and Information Technology Accessibility Standards (EIT). The EIT standard can be found at: www.Section508.gov/. Contractor's goal is to enable effective use of its technology by all people.

3.15 City Data

a) During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables and City Data, finding or information while in the possession of Contractor or its subcontractors. Any such lost or damaged Deliverables, City Data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction.

b) City Data Backup and Disaster Recovery

Legistar Matrix is a hosted service that automatically backs up all Legistar data, SQL Server databases, published meetings, and attachments, and sends it over the Internet to secure remote servers. Everything is secured with AES 256-bit encryption. This process is completely automated so no user interaction is necessary. This service will provide a daily incremental and weekly full back-up of all Legistar data. Additionally, Contractor will provide a daily incremental and weekly full back-up of all InSite data not included in the Legistar data back up. Furthermore, the Legistar system will continuously update the InSite system every five minutes.

At all times, Granicus, Inc. ("Granicus") keeps two copies in real time of all Granicus media and data content. All Granicus systems, including web servers, application servers, database servers, and media servers, utilize load balancing and clustering technologies and the Granicus MediaCenters are replicated across multiple physical sites. In the event of a complete site failure, another Granicus MediaCenter is routed as the primary serving facility.

On a weekly basis, all Granicus media and data content is stored in a secure offsite location. In the event of data loss, the offsite location can be brought up and routed as the primary serving location until the primary site is restored to full functionality.

Contractor must maintain a daily incremental and weekly full back up of all City Data including, but not limited to Legistar and Granicus data, and store it at multiple facilities. Contractor must make at least one working full back up copy of City Data – with one copy remaining off-site, or in a different location than the first copy. During an emergency, if any City Data is lost or destroyed because of the disruption, crash or shut down of Hosting Service then Contractor must restore all such lost or destroyed City Data at its sole expense. If the emergency is such that it will affect multiple customers of Contractor then Contractor must ensure that City's Data will get priority over Contractor's other customers for restoring or securing it safely. Contractor will maintain a disaster recovery plan, a copy of which shall be provided to City upon request. Such plan shall provide, that (i) Contractor shall notify City in writing (the "Notice") within eight (8) hours of any disaster that could negatively impact the System; (ii) Contractor shall provide City, within 24 hours of said Notice, a plan to continue to provide the Hosting Service at an alternative processing facility, and (iii) the Hosting Service shall be targeted to be fully operational within from two to five days of the initial Notice.

Contractor's daily incremental and weekly full backups include, but are not limited to, the database, database transaction logs, application directory, the registry of the web/application server and the registry of the database server.

Contractor's rotation of backups includes:

i) Weekly full backup of City Data rotation;
ii) On a weekly basis one full backup set is permanently stored offsite.
iii) All backups, when resident at Contractor, are stored in a fireproof cabinet.
iv) On a monthly basis, the Contractor QA group verifies the validity by randomly restoring a City environment, which includes the database, application directories and registries.

Contractor must provide backups of City Data to City, on DVDs, on a monthly basis. Also, Contractor must provide City with any requested back up of the City Data upon a notice of 24 (twenty-four) hours from City.

(c)*Treatment of and Access to City Data.*

Notwithstanding anything to the contrary herein, City shall be and remain, at all times, the sole and exclusive owner of the City Data (including any modification, compilation, or derivative work thereof and all intellectual property and proprietary rights contained therein or pertaining thereto) and, effective in each case upon the creation of any such items, Contractor hereby assigns the same to City. Contractor is hereby granted a license to use and copy the City Data solely for purposes of carrying out its duties hereunder during the term and solely to the extent that Contractor requires access to such data to provide the Services as contemplated by this Agreement during the term. Contractor shall not commercially exploit the City Data, or do any other things that may in any manner adversely affect the integrity, security or confidentiality of such items, other than as specified herein or as directed by City in writing.

(d) City Data Upon Termination.

Upon any termination or expiration of this Agreement or termination of Hosting Services during the term of this Agreement, Contractor shall promptly provide City with the City Data in the form and formats reasonably requested by City.

ARTICLE 4. SOFTWARE SERVICES

4.1 Software Configuration

Contractor certifies that the Daystar Software and the Third Party Software described in Exhibit 1 (Statement of Work) as used by Contractor will comprise the software components of the System, all of which is to be hosted by Contractor. Contractor also certifies that no other software or equipment is necessary for the System to be accessed and or used by City, its employees or any other person (the "Recommended Software Configuration"). Without limiting any other remedies available to City, in the event the System fails to operate in accordance with the Detailed Functional Scope as deployed with the Recommended Software Configuration, Contractor shall immediately procure for City such additional or different software at its sole cost and expense as required to enable the System to operate in accordance with the Detailed Functional Scope. With respect to software prepared, created and produced by Contractor and furnished by Contractor to the City under this Agreement, Contractor will provide the City with a global, non-transferable, irrevocable, non-exclusive right/license to use, to the extent that such right/license is required to enable the City to make use of Contractor's Services hereunder, including without limitation any Deliverables.

4.2 Fees for Software Services

As consideration for the licenses and Services, City will pay Contractor in accordance with the Schedule of Compensation set forth in Exhibit 2.

4.3 Compatibility and Integration

Contractor warrants that the System, the Services, the Daystar Software, the Third Party Software, the Deliverables, and all other resources and materials (collectively, the "Provided Resources") that Contractor provides to City hereunder, that are incorporated into the System by Contractor, or that are approved or recommended by Contractor for use by City in connection with the use or operation of the System, shall be fully compatible with one another.

4.4 Documentation and Upgrades

The "Documentation" to be provided hereunder consists of any and all electronic or hardcopy of operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with the System. City will have the right, as part of the Services and the rights granted herein, to make as many additional copies of the Documentation as it may deem necessary for the City's internal training purposes only.

So long as the City is receiving Services under this Agreement, City has the right to receive from Contractor, at no additional cost, all Releases, updates, enhancements and modifications to the Software that are applicable to the City. If requested by the City, Contractor will further notify City of the probable effect on the System of installation of such updates, enhancements, and modifications, and provide a recommendation to the City as to whether or not such update, enhancement, or modification should be installed. Following receipt of Contractor's recommendation, such updated, enhanced, or modified Software will be installed by Contractor at no additional cost.

4.5 Contractor's Warranties

Contractor hereby warrants and represents to City as follows:

(a) *Ownership.* Contractor is the owner of, or has sufficient licensed right to, the Software and equipment with which it provides the Services. Contractor has the right to provide the Services and grant the rights and licenses herein to City without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Contractor;

(b) *Business Requirements.* Contractor is fully aware of City's business requirements for which it is entering into this Agreement for Services, meaning the development and hosting of the website performing the functions set forth on Exhibit 1, and Contractor certifies that the Software and the Services will satisfy the specific requirements of Exhibit 1 in all material respects;

(c) *Warranty Period.* For a period of ninety (90) days from the date of City's Acceptance (as defined in Section 4.8 below) of the System, the System shall (i) be free from defects in material and workmanship under normal use and remain in good working order, and (ii) function properly and in conformity with the Statement of Work (Exhibit 1) contained in this Agreement

and the Documentation. Without limiting any other remedies available to City, in the event the System fails, during the warranty period, to operate in accordance with Exhibit 1 or any warranty herein, Contractor will immediately fix the problem at its sole cost and expense as required to enable the System to operate in accordance with Exhibit 1. If the System continues to operate unsuccessfully despite Contractor's efforts to fix the problem, then Contractor must continue to fix the problem, at its sole cost, until the System becomes operational again in accordance with Exhibit 1.

(d) *Service Warranty.* For the Warranty Period and the term of the Agreement, Contractor warrants that (i) Contractor will maintain the System in good working order, (ii) the System will meet the Service Levels set forth in Exhibit 8 and (iii) Contractor will remedy any failure of the System to perform in accordance with this Agreement, or which impairs City's use thereof, or any other failure to operate in accordance with the Statement of Work, which shall be specified in Exhibit 1 (Support and Maintenance). Contractor warrants that, for as long as City remains continuously on Support, the System will perform the functions set forth in the Detailed Functional Scope, when operated in accordance with the Documentation. In the event of a breach of this warranty, Contractor will repair or replace the failing item of System so that it performs in accordance with Detailed Functional Scope. The System components will be fully integrated and compatible with one another so that the System operates and functions appropriately as an integrated whole.

(e) *Service and Maintenance.* Contractor warrants that each of its employees or subcontractors assigned to perform any work hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed.

4.6 Cooperation; Additional Support

Contractor shall provide such assistance and advice to the City as requested during the implementation of the System so that the System will be successfully implemented on the schedule established by the City.

During the Warranty Period and for the term of the annual Software Maintenance and Support Services, Contractor shall provide support to City, 24x7x365 at 1-866-430-2810, without additional charge, to address any issues or questions in connection with City's use and operation of the System or any problems therewith Contractor shall pay all long distance telephone charges in connection therewith.

4.7 Software Hosting

Contractor shall provide the Hosting Service to the City and shall conform to the Service Level Agreement for Hosting Services set forth in Exhibit 8 in connection with the City's

implementation of the System in this Agreement. The primary location for the remote hosting services will be in Atlanta, Georgia. Contractor retains the right to change or modify its hosted environment while maintaining substantially similar specifications. Contractor Hosting Services shall include:

(a) Hosting Infrastructure. Contractor shall provide the server and network infrastructure to perform the Hosting Services.

(b) Hosting Facility. Contractor shall provide a secure hosted environment so long as there are physical security and redundancy for network, power, and cooling infrastructure.

(c) Physical and Electronic Security. At all times, Contractor shall provide industry standard physical and electronic security for all information, City Data and equipment stored by City at the Hosting facility and that such physical and electronic security shall be no less secure than is customarily afforded to data and equipment in the industry. City shall have the right to review and approve the security measures employed by Contractor and shall have the right to review such measures from time to time throughout the term of this Agreement.

4.8 Acceptance

Acceptance of the System shall be conditional and shall not be deemed final until City has provided Contractor with written notice that all Deliverables and Phases, specified in Exhibit 1 (Statement of Work), comprising the System have achieved Acceptance individually and when operating both simultaneously and in concert as an integrated whole. If City determines that the System does not perform in accordance with the foregoing, City shall provide an exception report and Contractor shall cure such deficiencies in accordance with Exhibit 1. Upon the successful completion of each of the three Phases of implementation, City shall issue "acceptance" of the System ("Acceptance").

ARTICLE 5. DURATION OF AGREEMENT

5.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 6.4 or Article 10, (i) for 36 months, as that date may be extended under Section 5.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

5.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and**

that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City. Contractor may be liable for such losses to the extent that Contractor has caused the delays, but not liable for losses, to the extent, that City has caused the delays. Both parties recognize and agree that the timely completion of tasks that require participation of the City is dependent on the City meeting its obligations.

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

(c) *Failure to Meet Project Timetable and Deliverables.* The parties recognize and agree that TIME IS OF THE ESSENCE for a successful implementation of the System for the performance of all of Contractor's obligations hereunder. They have, therefore, designated certain events and actions as Project Timetable and Deliverables as specified under Exhibit 1 and its Attachment 2. If Project Timetable under Attachment 2 is not met because of a failure of Contractor to perform its obligations hereunder, City shall be entitled to withhold any and all payments otherwise due from City to Contractor hereunder until such Project Timetable under Attachment 2 is achieved.

5.3 Agreement Extension Option

This Agreement will be in effect for the dates indicated within this Agreement for a 36 month term. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to 24 months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Agreement.

Before expiration of the then current Agreement term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

ARTICLE 6. COMPENSATION

6.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in Attachment 3 to Exhibit 1 and Exhibit 2 for the completion of the Services, including the standard of performance in Section 3.3. Annual Maintenance and Support after the first year will be paid annually.

6.2 Method of Payment

(a) Specified Services. Contractor must submit invoices to the City for the Services specified in Exhibit 1 for the project implementation and in the Schedule of Compensation in Exhibit 2, which includes amounts for the annual maintenance and support for years two and three. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

(b) Task Order Services.

(i) Budget for Services. As provided in Section 3.1(B), the Contractor will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Contractor will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either hourly rate or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Contractor will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its fully-loaded hourly rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal. No Task Order may be signed unless a fund number is specified and the funds have been validly appropriated.

(ii) Method of Payment. The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For hourly rate compensation (time and materials), the Contractor will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Cost Proposal.

All invoices for Task Order Services will be submitted in a format and detail acceptable to the City. Upon request by the City, the Contractor will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under $500.00 unless they are submitted for final payment/project close-out. If Contractor has an invoice for

less than $500 and it is not the final payment/project close-out, the Contractor will hold the invoice and submit it the next time the total exceeds $500.
The City will process invoices for payment within sixty days after receipt.

6.3 Funding

The source of funds for payments under this Agreement is Fund number 009-0C22-0252005.2274.220000. Payments under this Agreement must not exceed $699,931.00 ("Maximum Compensation") without a written amendment in accordance with Section 11.3. Subject to valid appropriation of additional funds and the Task Order procedures specified in this Agreement, the Maximum Compensation can be increased by up to 30%. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

6.4 Non-Appropriation

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

6.5 Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;
(ii) The name of each particular Subcontractor or supplier utilized during the prior month;
(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
(iv) The vendor/supplier number of each Subcontractor or supplier;
(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its services, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such

work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

ARTICLE 7. DISPUTES

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

ARTICLE 8. COMPLIANCE WITH ALL LAWS

8.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 8, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

8.2 Nondiscrimination

(a) **Contractor**

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

(i) **Federal Requirements**

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) **State Requirements**

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

(iii) **City Requirements**

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

(b) **Subcontractors**

Contractor must incorporate all of this Section 8.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

8.3 Cooperation in Investigations

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

8.4 Office of Compliance

It is the duty of any bidder, proposer, Contractor, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

8.5 MacBride Ordinance

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

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

The provisions of this Section 8.5 do not apply to contracts for which the City receives

funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

8.6 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code , it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

8.7 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2009, the Base Wage is $11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

8.8 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not

violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

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

8.9 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent (**"Owners"**), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent (**"Sub-owners"**) and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the **"Identified Parties"**), shall not make a contribution of any amount to the Mayor of the City of Chicago (**"Mayor"**) or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any

combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

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

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

For purposes of this provision:

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

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

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

8.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

8.11 Deemed Inclusion

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

8.12 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report,

affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

8. 13 Failure to Maintain Eligibility to do Business with the City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that Contractor's failure to (a) maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code, or (b) to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute events of default.

ARTICLE 9. SPECIAL CONDITIONS

9.1 Warranties and Representations

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

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 10.2 and 10.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor"means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity

(either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(i) warrants and represents that Contractor is in compliance with Section 2-92-320 of the Municipal Code, pertaining to the ineligibility for awards of contracts.

9.2 Ethics

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

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

9.3 Joint and Several Liability

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

9.4 Business Documents

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

9.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or

delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 9.5 as **"Consulting Parties"**), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

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

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.11 of this Agreement. If the City, by the City Clerk in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

9.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

9.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 10. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

10.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the City Clerk or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with Section 8.1 in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and

(ix) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 8.1(a).

10.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice (**"Cure Notice"**), or, if no opportunity to cure will be granted, a default notice (**"Default Notice"**). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to

terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 10.2 and Article 12, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 10.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

10.3 Early Termination

(a) In addition to termination under Sections 10.1 and 10.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 12. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 12 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 6, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 7 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

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

(d) If the City's election to terminate this Agreement for default under Sections 10.1 and 10.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 10.3.

10.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 6 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 10.3.

10.5 Right to Offset

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

(i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the City exercises any of its remedies under Section 10.2 of this Agreement;

(iii) if the City has any credits due or has made any overpayments under this Agreement.

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

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and

penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

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

10.6 Limitation of Liability.

(a) Subject to subsection (iii) below, Contractor's maximum aggregate liability under this Agreement shall not exceed five million dollars ($5,000,000.00).

(b) Subject to subsection (iii) below, regardless of whether or not such damages are known or reasonably foreseeable by Contractor, Contractor, its respective employees, officers, or affiliates will not incur any liability whatsoever, however arising, for any special, consequential, indirect or incidental damages; and

(c) Notwithstanding any provision to the contrary contained elsewhere in this Agreement, the limitations on, and exclusions from, liability set forth in subsections (i) and (ii) above in this Section 10.6 shall not apply to (1) direct damages relating to or arising from Contractor's negligent conduct resulting in personal injury or death, or damage to real or tangible personal property, or (2) any damages relating to or arising from: (a) third-party claims relating to Contractor's indemnification obligation under this Agreement; or (b) claims covered under Contractor's insurance required under this Agreement; or (c) Contractor's gross negligence; or (d) Contractor's willful misconduct; or (e) Contractor's willful breach (including but not limited to a bad faith termination of the Agreement).

10.7 DISLCAIMER OF WARRANTIES

ALL EXPRESS WARRANTIES CONTAINED IN THE AGREEMENT, ANY EXHIBIT OR SCHEDULE HERETO OR OTHERWISE INCORPORATED HEREIN, ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE, SERVICES AND THE SYSTEM PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEAU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT CITY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

ARTICLE 11. GENERAL CONDITIONS

11.1 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

11.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

11.3 Changes, Modifications and Amendments

Subject to Section Section 3.1(B)(Task Order Services), no change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 11.3. This Section, 11.3, does not apply, however, to Agreement extensions governed by section 5.3, Agreement Extension Option.

11.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

11.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

11.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

11.7 Cooperation

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

11.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

11.9 Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) SHAKMAN

(i) Contractor may be subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) No City employee may direct an individual to apply for a position with Contractor, either as an employee or as a subcontractor. Nor may any City employee direct Contractor to hire an individual as an employee or as a subcontractor. Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. The employees provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the employees or professionals provided by Contractor and the City.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any employee provided under this Agreement or offer employment as an employee under this Agreement based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected

public office.

11.10 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

11.11 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

11.12 Order of Precedence

In the event of any conflict or inconsistency or terms among the various documents that at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later-executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and condition thereof: (i) the terms and conditions set forth in

Articles 1 through 13; (ii) the Statement of Work in Exhibit 1; and (iii) any Schedules and Exhibits to this Agreement.

11.13 Survival

Notwithstanding any termination of this agreement or expiration and non-renewal of a service term, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond the termination of this agreement or expiration of a service term, shall survive and remain in full force and effect. These include, but are not limited to, all provisions pertaining to intellectual property, disclaimer of warranties, and limitation of liability.

ARTICLE 12. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Office of the City Clerk
Room 107, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Clerk

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Daystar Computer Systems, Inc.
600 West Jackson Blvd., Suite 580
Chicago, Illinois 60661
Attention: President

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 12. Notices delivered by mail are considered received three days after mailing in accordance with this Article 12. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 13. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: Richard M. Daley by mkg
Mayor

Recommended By:
Miguel del Valle
City Clerk of Chicago

Steven J. Lindop 9/3/10
Comptroller

Jamie L. Rhee
Chief Procurement Officer
95

DAYSTAR COMPUTER SYSTEMS, INC.

By: Ron Cichon

Its: PRESIDENT / CEO

Attest: Monica Carranza

State of ILLINOIS

County of DUPAGE

This instrument was acknowledged before me on August 31, 2010 (date) by Ron Cichon (name/s of person/s) as President / CEO (type of authority, e.g., officer, trustee, etc.) of Daystar Computer Systems, Inc. (name of party on behalf of whom instrument was executed).

G. Thomas Primozic
(Signature of Notary Public) Seal:

Commission Expires: 4/15/2014

OFFICIAL SEAL
THOMAS PRIMOZIC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/14

AFFIDAVIT

DAYSTAR COMPUTER SYSTEMS, a(n) ILLINOIS CORPORATION (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof.

DAYSTAR COMPUTER SYSTEMS, INC.
(Print or type name of Affiant)

By:
(Sign here)

RON CICHON
(Print or type name of person signing)

CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) 8/20/10, at COOK County, ILLINOIS (State).

Kaisa Talaga Notary Public.

Commission expires: July 7, 2013.

NOTARY PUBLIC ★ OFFICIAL SEAL ★ STATE OF ILLINOIS
KAISA TALAGA
MY COMMISSION EXPIRES
JULY 7, 2013

Specification No.
Contract No.

ACKNOWLEDGMENT

Contractor, [NAME], acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

Contractor: DAYSTAR COMPUTER SYSTEMS, INC.

By: _____
Signature of Authorized Officer*

Name: RON CICHON
Title: CEO
Date: 8/20/10

*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Contractor.

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on this 20TH day of AUGUST, 2010, by RON CICHON as President (or other authorized officer) of DAYSTAR COMPUTER SYSTEMS (Corporation Name).

_____
Notary Public Signature

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
KAISA TALAGA
MY COMMISSION EXPIRES
JULY 7, 2013

Commission Expires: July 7, 2013 (Seal)

EXHIBIT 1

STATEMENT OF WORK

Statement of Work

This Statement of Work ("SOW") lays out the resources and tasks required to achieve project objectives and activities stated below. It is based on the information available to the City as of March 22, 2010. The Services provided by Daystar under this SOW are subject to all of the terms and conditions set forth in the Agreement between the City and Daystar. In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern.

1. Project Scope Summary and Objectives

Daystar will provide Services to ensure that the System is installed, configured, transitioned, deployed and maintained in the most logical, timely and cost-effective manner.

Daystar will implement a scalable, interoperable System that provides full lifecycle document management that will integrate with both legacy systems and network infrastructure and new technologies, while allowing architectural flexibility. The City's goal is to have a non-proprietary legislative document management system. The City shall own all data generated by the System, and Daystar will provide the tools to export data from the System at any time and in any file format they deem appropriate.

1.1. Objectives

The objectives of this project are to:

1. Reengineer the processing of legislative documents to create more efficient, intuitive and automated workflows and improve manageability. This lean design includes the elimination or consolidation of repetitive or redundant manual functions and non-essential tasks from City's current day-to-day workflow processes.
2. Maximize "hands-free" management and processing of legislation by reducing the City Clerk's Office reliance on the large volume of information now contained in the form of paper documents.
3. Ensure adherence to and automatic enforcement of the almost complete, if not complete, elimination of paper in City's day-to-day workflow processes.
4. Ensure consistency and proper business procedures are being followed by City Clerk's Office, Aldermanic, and City Departmental staff, as well as the public at large when submitting and processing legislation.
5. Capture information at its source, utilizing templates and incorporating batch scanning to eliminate re-keying of information.
6. Reduce the cost of creating, distributing and storing documents and publications in paper form by limiting or eliminating the production of paper copies of the Journal of the Proceedings, as well as other paper legislative documents by maximizing electronic and web-based publishing and dissemination of legislative information.
7. Automate the publishing and distribution of documents in both paper and electronic forms.
8. Create a searchable, on-demand, on-line legislative library to house legislative documents and video and audio files.
9. This on-demand, on-line library will provide the ability to track every legislative action taken for each piece of legislation.

10. Reduce the time spent retrieving historical legislative documents by linking these documents to their corresponding electronic files using automatic document tagging and metadata in accordance with both legal and operational requirements
11. Integrate and automate record retention schedules and advisories using pre-established legal criteria and statutory mandates.
12. Reduce wear on original legislative documents from repeated handling while improving accessibility by scanning and creating electronic copies.
13. Ensure integrity and security of documents managed by the City Council Division as required by law.
14. Provide means to support electronic document retention and disposal requirements, especially including statutory needs.
15. Improve civic engagement by installing user-friendly web interface.
16. Provide robust disaster recovery.
17. Allow future compatibility, scalability, customization, and integration through non-proprietary programming interfaces.

The following is a summary of the configurable functions that Daystar will provide (refer to the detailed scope in Section 5 for more information).

1. City Council **Committee Agenda & Calendar Management;**
2. City Council **Committee Workflow Streamlining;**
3. City **Council Meeting Support;**
4. **Journal Workflow** Functionality;
5. **Electronic Forms & Templates;**
6. **Electronic Submissions;**
7. Launch of a new City Council **Website;**
8. **Legislative Drafting & Workflows;**
9. **Migration of Legacy Documents and Data;**
10. **Online Public Requests;**
11. **Security & System administration** features;
12. **Streaming Video** archiving and editing;
13. **Technical Installation;**
14. **Training**

2. Project Implementation Term

This project implementation term takes effect as of the effective date of the Agreement and continues for seven months. Acceptance will be three months following the completion of the project implementation to allow for testing, corrections and adjustments

3. Project Location

Daystar will provide all services throughout several City of Chicago facilities, dependant upon the project phase and City Department involvement. There shall be no charges associated with Daystar's travel to and from City facilities by Daystar's Chicago-based personnel, including any local travel required to City facilities in the course of delivering services. Travel to Chicago for Daystar team members based outside of the Chicago area will be charged at actual cost according to the mutually agreed to travel budget and according to City's travel guidelines (Exhibit 9) .

4. Project Summary

4.1. Phase One – Internal Operations

Goals

1. An ongoing communication plan, user training, extensive testing, and professional project management activities for each project phase.
2. Establish and validate the technical platform.
3. Streamline and revise workflows within the City Clerk's Office using the Legistar platform. The goal of this streamlining is not to simply automate our current workflows, but to devise new and improved workflows that eliminate current bottlenecks and most, if not all, manual processing of legislative documents.
4. Replace the existing City Council section of the City Clerk's website, which includes live City Council meeting streaming video and an on-demand video archive.
5. Implement legislative electronic document submission pilot program.
6. Provide City Clerk's staff with information, training and System familiarity.
7. The following major activities are planned for Phase One:

    i. Technical Installation
    ii. Journal Workflow Functionality through Legistar
        1. Document Importing & Intake (Transition Phase)
        2. Document Exporting
        3. Document Indexing
        4. Document Retention Schedules
        5. Journal of the Proceedings Processing
            a. Compilation, Editing and Publishing
            b. Journal Workflow
        6. Monthly & Annual Indexing
        7. Physical Records Tracking
        8. Internal Reporting
        9. Security and System Administration
        10. Internal Search Engine
    iii. Launch of City Council Website with InSite
        1. Internet Publishing/Website Posting
            a. PDF uploading of legacy documents
        2. Website Search Engine
    iv. Security and System Administration
    v. Streaming Video, Archiving and Editing
    vi. Electronic Submission pilot program.
    vii. City Clerk's and Pilot Participants Staff Training

4.2. Phase Two – Transparency & Access

Goals

1. Introduce the use of Legistar features to support City Clerk responsibilities during City Council meetings.
2. Complete implementation of legislative drafting and workflow, electronic forms and electronic submission of legislation for Aldermanic staff and City Departments.
3. City Council Committee Agenda and Calendar management pilot program.
4. The following major activities are planned for Phase Two:

    i. Council Meeting Support
    ii. Legislative Drafting & Workflow
    iii. City of Chicago and Pilot Participants Staff Training Sessions
    iv. Electronic Forms & Templates
    v. Electronic Submissions
    vi. City Council Committee Pilots for Agenda & Calendar Management

4.3. Phase Three – Full Participation of External Stakeholders

Goals

1. Extend training and workflow capabilities to additional City Council Committees and City Departments.
2. Migration of legacy documents.
3. Complete implementation of City Council Committee Agenda & Calendar Management.
4. The following major activities are planned for Phase Three:

    i. Migration of Legacy Documents
    ii. Online Public Requests
    iii. City Council Committee Agenda & Calendar Management
    iv. City Council Committee Workflow Streamlining
    v. City of Chicago Staff Training Sessions

4.4. Post-Implementation Review

4.4.1. Enhancement Review

Daystar's Project Manager will conduct a post-installation review of the System with the City Clerk's Office and identify possible additional enhancements or other Legistar application module considerations that will allow the City to optimize the performance and return on its Legistar investment.

4.4.2. Post-Installation Enhancements

If the City has identified enhancements, program adjustments or other changes that it may desire, the Daystar Project Manager will define the specifications with the City and assist in preparing supplemental work-orders following delivery and final Acceptance of the originally contracted System.

5. Monthly Deliverable Acceptance

At the conclusion of each month on the project schedule, Daystar and the City Clerk's Project Manager, or their designees, will evaluate each Deliverable scheduled for completion that month. Upon the consent of the City Clerk's Project Manager, or their designee, a formal monthly Deliverable completion sign-off will be executed. Consent of the City Clerk's Project Manager, or their designee, will be based on satisfactory delivery and completion of that Deliverable. Consent will not be unreasonably withheld.

In the event there are minor conditions required for completion of a particular month's deliverables, and upon mutual consent of Daystar and the City Clerk's Project Manager, or their designees, that the conditions are not significant enough to prevent procedure to the next phase, the City Clerk's Project Manager, or their designee, may execute a sign-off of the Deliverable and list the aforementioned conditions to be completed prior to the end of the next Deliverable of the schedule.

6. Phase Acceptance

At the conclusion of each phase of the project schedule, Daystar and the City Clerk's staff will evaluate the Deliverables as described in that phase. Upon the consent of the City Clerk Project Manager, or their designee, a formal phase completion sign-off will be executed. Consent of the City Clerk's Project Manager, or their designee, will be based on satisfactory delivery and completion of that phase. Consent will not be unreasonably withheld.

In the event there are minor conditions required for completion of a particular project phase, and upon mutual consent of Daystar and the City Clerk's Project Manager, or their designees, that the conditions are not significant enough to prevent procedure to the next phase, the City Clerk's Project Manager, or their designee, may execute a sign-off of the phase and list the aforementioned conditions to be completed prior to the end of the next phase of the schedule.

7. Detailed Functional Scope

See Attachment 1.

8. Project Timetable and Deliverables

See Attachment 2.

9. Schedule of Compensation

This schedule represents the key Deliverables to be provided by Daystar to the City and when invoicing will occur. Daystar, the prime contractor, is the only entity to invoice the City Clerk's Office. The Daystar Team will deliver a detailed invoice for payment at the end of each month, provided the Monthly Deliverable Acceptance form has been executed by the City Clerk's Project Manager, or their designee.

The detailed invoice shall include, but is not limited to: the number, title and name of each employee working on the project, and the title of each completed Deliverable, as specified in Attachment 2 of Exhibit 1 ("Project Timetable and Deliverables"), completed that month . This invoice shall be e-mailed to the City Clerk's Administrative Offices and the Project Manager, or their designee.

9.1 Deliverable Payment Assumption

This Schedule assumes the immediate availability of funds, and no reduction in funding for the overall project.

See Attachment 3.

10. Database and Technology Architecture

10.1. Legistar Architecture

10.1.1. Database Environment

At a minimum, the Legistar system must run on either a SQL 2005 (and higher).

10.1.2. Technical Environment

The Legistar system shall use the latest Microsoft Smart Client Architecture compatible with the Legistar system.

10.1.3. Hardware Environment

10.1.3.1. Server

At a minimum, the Legistar system will run on a Server with the following specifications:
Processor: 2.0-gigahertz (GHz) Pentium IV-compatible or faster
RAM: 2 gigabytes (GB) or more
Disk Space: 60 GB (application only requires approximately 50 MB)
Operating System: Microsoft Windows server 2003/2008 Standard Editions

10.1.3.2. City Computers

At a minimum, the end user components of the Legistar system will run on a computer with the following specifications:
Processor: 2.0-gigaghertz (GHz) Pentium IV-compatible or faster
Processor count: 1
RAM: 2 gigabyte (GB) or more
Disk Space: 60 GB (application only requires approximately 50 MB)
Operating System: Microsoft Windows XP/Vista/7

10.1.4. Network Environment

The application will be shared by many users and must satisfactorily function for up to 130 or more users on a 100 Mbps Ethernet connection. All network equipment will operate in a TCP/IP environment.

The application architecture shall be tiered so that the web, application and database layers can be physically or logically isolated from each other if needed. It should be possible to use load balancing hardware to distribute client requests to several web servers.

Authentication will be administered through Active Directory on the City Enterprise Domain. Rights management will be administered through Legistar.

10.1.5. Operating System Environment

The System must function on a Microsoft Windows operating system that supports the .NET framework and Windows XP Pro SP2 client utilizing Microsoft Internet Explorer 6 or greater.

10.1.6. Web Browser Environment

The System must support the latest versions of Internet Explorer, Firefox, Chrome, and Safari.

10.1.7. Licensing Environment

The Granicus video service component provides for unlimited hosting and delivery of Council meeting videos. At this time, committee meeting video management and hosting services are not contemplated within the scope of the Agreement as it may increase the cost for the Granicus portion of the Services.

10.2. Granicus Architecture

10.2.1. Database Environment

Granicus will provide a hosted infrastructure for database management of all video streaming related content for the City Clerk's Office. Granicus utilizes an SQL Enterprise Edition for its hosted database solution. No database elements will be installed within the City of Chicago's Network infrastructure. The Granicus infrastructure will consist of three replicated versions of the City's Data at any point in time.

10.2.2. Hardware Environment

The Granicus solution will attempt to utilize as much of the City's pre-existing streaming video hardware components as possible.

The following is the required hardware for the Granicus solution:

1. Granicus Outcast Encoder: This is an appliance (?) server provided by Granicus, utilizing Windows Server 2003, Internet Information Services (IIS), and Windows Message Queuing (WMQ)
2. City Clerk Council Meeting Workstations: (provided by the City of Chicago)
   i. Minimum 3 GHz Pentium 4 Processor
   ii. 20 GB hard drive free
   iii. Minimum 1 GB RAM (512KB free from other resident memory applications)
   iv. Windows XP Professional R2 (SP2) with all updates (Windows Vista NOT supported)
   v. Ethernet Port for LAN Connectivity
   vi. Office 2003 or better (for document reading)
   vii. Most current version of Adobe Reader software (for document reading)
   viii. Dual monitors
   ix. Read / Write access to the following Windows folders
      a. C:\Program Files\Granicus
      b. C:\Documents and Settings\All Users\Application Data

x. Windows Critical Updates
xi. Microsoft .NET Framework 1.1
xii. Microsoft .NET Framework 1.1 SP1
xiii. Microsoft .NET Framework 3.5 SP1

10.2.3. Network Environment

10.2.3.1. Bandwidth Needed

A single live stream of 400 kpbs Outbound, depending on the stream quality, will be available to stream between the City of Chicago's on-site Encoder and the Granicus MediaCenter via the City's existing current connections to the internet.

The Granicus MediaCenter connects to the City's encoder with a routable, public IP address over TCP port 8080, which gets forwarded through the City's firewall to the Encoder.

10.2.3.2. Firewall and Routers

The following information describes the network ports, connection direction, and communication protocols used by Granicus software. If the direction is specified as Outbound, the port indicates the port number the application is connecting to on a remote host. If the direction is specified as Inbound, the port indicates the port number on which the local host application is listening for incoming connections.

OutCast Encoder - The Encoder will be placed in either a "DMZ" subnet or on an Internal subnet that has the internal address or port forward with a Public IP Via NAT/PAT:

Setting	Description	Default
80 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), for transferring files and messages	Mandatory
443 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), for manually uploading files through MediaManager to the Granicus MediaCenter	Mandatory
6969 Inbound (TCP)	From all client machines: LiveManager, VoteCast	Can be Changed
80 Inbound (TCP)	From client machines (Operators machines) where they could start and stop the Encoder with MediaManager	Mandatory
8080 Inbound (TCP)	From Granicus MediaCenter CDN - 207.7.154.0/24) and CDN IP ranges (subject to change). Required to "pull" the stream and inbound requests from the Encoder to the Granicus MediaCenter, as well as The Operators software for previewing the stream directly from the Encoder	Can be Changed
7777 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), Application Installation, and Updates	Mandatory

Operator's Station - The operator's application will be utilized by an operator to load, start, and stop a meeting.

Setting	Description	Default

443 Outbound (TCP)	To LogMeIn.com for LogMeIn Remote Access	Mandatory
80/443 Outbound (TCP)	Used for web access	Mandatory
6969/8080 Outbound (TCP)	To OutCast Encoder - client application connectivity and stream previewing	Can be Changed
80 Outbound (TCP)	To OutCast Encoder - web application connectivity	Can be Changed
7777 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), Application Installation, and Updates	Mandatory

Firewalls/Content Filters/Proxy Servers/ISA Servers

The City's firewall needs to allow unrestricted outbound HTTP and HTTPS connections from the Encoder to any destination ports within the Granicus MediaCenter (any address in the class C address range 207.7.154.XXX) and also to Daystar's CDN providers (IP Ranges are given during implementation phase).

The Granicus solution uses standard Windows Media Audio (WMA) and Windows Media Video (WMV) file formats.

10.2.4. Operating System Environment

1. All Granicus Server systems utilize Windows 2003 Server platform.
2. All Granicus "User" systems utilize Windows XP and Windows Vista (Windows 7 forthcoming in 2Q-2010).

10.2.5. Web Browser Environment

1. All Granicus "Content Viewers" are supported on the latest versions of Internet Explorer, Firefox, Safari, and Google Chrome.

11. Testing

Daystar will develop a test management plan, which will identify what levels of testing will be conducted, how the testing will occur, who will participate in testing, and how issues will be tracked and resolved. Daystar will develop test scripts based on function lists derived from these requirements and develop detailed test plans from the detailed design. Daystar's team will work with stakeholders to define success factors for final Acceptance testing.

The specific testing criteria will vary by the functionality implemented in each phase. In every phase, Daystar's project team will develop testing criteria and complete verification prior to access by City Clerk's Staff. Testing scenarios will be reviewed in advance with the City Clerk's Project Manager, or their designee. Testing progress and results will be tracked on the project management website.

Daystar will define System testing scenarios to test a number of aspects of the implementation, including, but not limited to:

1. Usability of configured workflows;
2. Integrity of security role definitions;
3. Integrity of Data Content and Meta Data Conversion;
4. Integrity of customized functionality.

11.1. City Clerk's staff testing

Clerk staff will have the opportunity to conduct Acceptance testing on the new features. Training will commence upon testing signoff.

12. Training

Training will begin at the start of each phase with standard feature demonstrations and out-of-the-box System training. As each phase progresses, the training activities will become more customized and specific to City Clerk workflows and policies.

The City Clerk's Office will be given permission to reproduce training materials as needed. It is expected that Daystar will maintain its copyrights to all training materials.

12.1. Collaborative development

Daystar and the City Clerk's Office will assemble mutually agreed upon workgroups as needed throughout implementation, comprised of each of the major user groups at the City (i.e. City Clerk's staff, Aldermanic and City Department staff, etc.). Based on information collected in this collaboration, Daystar will apply training tactics that are most effective with each group of users.

12.2. Multi-channel delivery

Daystar will deliver training and System knowledge to City Users through a variety of off and online methods.

1. *Onsite Training Classes* - Classes consist of one (1) instructor and up to ten (10) users. Classes are kept small and grouped by levels to ensure that slower learners have appropriate attention and interaction, while fast learners are not help back.
2. *Train-the-Trainer Sessions* - Train-the-trainer sessions are hands-on, interactive sessions with a maximum of five (5) users in one session.
3. *User Manuals and Documentation* - Legistar system documentation will be customized to the City Clerk's Office's installation. Documentation is segmented into specific tasks so users get the information they need quickly. All Documentation is produced in PDF format to facilitate web posting and downloading.
4. *Web-based Video Tutorials* - Daystar will deliver on-demand training and knowledge through the development of task-based video tutorials; step by step guides for distinct areas of the application (i.e. Create an Agenda). These tutorials will not only be placed in a web-based library, but further will be embedded in the application for maximum accessibility and use. These tutorials include, but are not limited to: legislative drafting, attaching documents to legislation, City Council Committee agenda creation, and Meeting Minutes/Journal of the Proceedings creation. The need for additional web-based video tutorials will be mutually agreed to by the Daystar and City Clerk's Project Manager, or their designees, and finalized once the Business Compliance Analysis is complete.

12.3. Customized Materials

Daystar will custom-configure all documentation to the Clerk's Office so that information is relevant and sections are structured to the processes of the City Clerk's Office and its stakeholders.

12.4. Testing and Training

The City Clerk's Office will receive licenses for the purposes of testing and training of the Legistar system. Daystar will configure one of these as an environment that complements training sessions and user support. City Users will have a "testing and training" with which to explore the Legistar system's capabilities and functionality with comfort and no disruption to the "live" System.

12.5. Training Tracks

Legistar training is structured into "tracks" to deliver training to varying usage levels. Training for the City of Chicago will be structured into six tracks addressing all possible uses internal and external users may have.

Group Type	*Description/Capabilities*
View Only	The View Only training shows the user how to search in Legislative Files, Agendas and Minutes and how to access and produce reports.
Level 1	Gives the user all the detailed information to create a Legislative File, including drafting the text, adding sponsors, attachments, etc. and training on how to process minutes, taking action on files, voting, vote types, consent and reporting and posting to the Internet.
Level 2	Minutes training on how to process minutes, taking action on files, voting, vote types, consent and reporting and posting to the Internet. This specific level also includes training on indexing video files to be searchable by topic on the database.
Level 3	Training on maintaining System administration tables, data, security, will review all tables with the Chicago System Administrator. This training is completed before any user training.
Level 4	Training on how to draft legislation, use electronic forms and templates to aid in legislative drafting, submitting legislation electronically and the workflows that facilitate this process.
Level 5	Training on how to create and maintain an Agenda, by generation or by moving adding or deleting items. Also, how to produce an Agenda report and post to Internet.

12.5.1. Timeline

User training will be administered in accordance with the three-phased implementation program.

Phase 1

Daystar's training team begins to assemble its workgroup of key users in order to configure training activities for Phase 1. Post initial requirements gathering and validation with this group training will be administered to key City Clerk staff. This training will focus on giving City Users the knowledge to understand, operate and use the most important System functions. Additionally in this phase, Daystar's training team will deliver admin-level training to select master users within the City Clerk's office.

Training Breakdown

User Types	*No. of City Users*	*Class Hours*	*Structure*	*Total Hours*
Level 1[1]	30	7	4-6 class groups made up of 5-8 participants each. Two three and one half-hour (3.5h) classes.	42
Level 3	3	10	Class group made up of 3 participants. Five additional two hour (2h) classes.	10
Various	2	15	Train-the-trainer class work for select City Clerk members who will serve to train future City Clerk staff and other City Departments.	15

1. *All City Users will undergo level 1 training.*

Phase 2

Daystar's training team will assemble its workgroup of key users in order to configure training activities for Phase 2. Once the City Clerk's staff is trained and comfortable with the Legistar system's core functionality, the Daystar team will proceed to scope, configure and administer training to the larger user base, particularly within the City Clerk's stakeholder groups. This includes, but is not limited to, Aldermanic, City Council Committee, and various City Departmental staff. Training delivered in Phase 2 will use key City Clerk staff as training leads in the classroom.

Training Breakdown

User Types	*No. of City Users*	*Class Hours*	*Structure*	*Total Hours*
Level 2	5	6	1 class group made up of 5 participants. Three additional two hour (2h) classes above Level 2.	6
Level 4	150	3	15 class groups made up of 10 participants each. One three hour (3h) class for each group.	45

Phase 3

Daystar's training team will assemble its workgroup of key users in order to configure training activities for Phase 3. Phase 3 will focus efforts on creating all materials and documentation for open use by City constituents and the public at large. Additionally in this step, the Legistar training team will be providing ongoing support for trained users as well as refresher training courses for users who require them.

Training Breakdown

User Types	*No. of City Users*	*Class Hours*	*Structure*	*Total Hours*
Level 5	100	6	10 class groups made up of 10 participants each. One three hour (3h) class above Level 1.	30

View Only	Open	N/A	Web tutorials and documentation for ease of use by all external users.	N/A

During the Training and Rollout phases the City Clerk's Project Manager, or their designee, will be able to monitor the effectiveness of the training and get a good feel for the full capabilities of the Legistar system. Following this phase, the City may wish to consider supplemental training events or to expand or modify some functionality.

Training Review

Daystar and the City Clerk's Project Manager, or their designee, will review the effectiveness of the training, the skills gained by the different level of users, and the possibility of training other users that may not have been considered originally. Daystar will discuss and identify possible supplemental training or help describe Services that may be desired.

13. Maintenance and Support

Legistar support must include unlimited and direct personal support from a dedicated Daystar support team. This support team will provide complete maintenance and monitoring of all Legistar products and services. All Legistar clients receive the same level of service and support. Managed Services also include all software updates and bug fixes for all software components included in this SOW.

When calling the Daystar support team by phone, the City can expect to speak with a qualified technician who will answer queries and help resolve technical issues immediately. All members of Legistar's support team have at least 10 years experience with Legistar

Support for the System includes Legistar solution described here as well as the Granicus video components include fully managed services and unlimited 24 *7 *365 technical and user support for the City's complete solution, including Legistar data recovery.

Daystar will provide optimal support to the City of Chicago and will meet or exceed the following City expectations:

1. Live technical support help line: The Legistar support team is available via phone 24 *7 *365 to address any issues or questions. Phone: 1-866-430-2810.
2. On-line support: Daystar offers as a standard service.
3. E-mail support: The Legistar support team is also available online from 7 a.m. to 7 p.m. Central Time, M - F, excluding holidays. Email: support@Legistar.com.
4. Access to support managers and development staff if required: Daystar offers as a standard service.
5. Problem reporting and resolution procedures: Problems\questions can be submitted to Daystar via phone, email or online. Each issue will get a tracking number that the City can use for future reference. If the issue requires a program fix then it will be put into Daystar's development cycle and the City will be updated on its status. Once the issue has been addressed, the City will be notified that their issue has been fixed and is ready for their review. Daystar will work with the City's Department of Information Technology to ensure that City staffers contacting UNISYS/4-DATA to report a maintenance or support issue with the System, will be provided with the proper contact information to reach the Daystar maintenance and support team.
6. Known issue tracking: Daystar offers as a standard service.
7. Electronic access to help desk databases: Daystar offers as a standard service.
8. Availability of user groups: Daystar does not have regular planned user groups, but seeing that Daystar is based in Chicago, user group sessions can be scheduled with the city whenever needed.

9. Types and frequency of user conferences: Daystar does not have regular planned user conferences, but seeing that Daystar is based in Chicago, user group sessions can be scheduled with the city whenever needed.
10. Thresholds for support limitations: Daystar does not put a limit on the amount of support provided to the City. You can submit unlimited issues\ideas as needed.
11. Bug fixes and patches: Bugs are fixed as soon as possible. Once bugs are fixed and tested they are put into a release update (patch). Patches are thoroughly tested\documented and provided to the City as soon as they are released. Patches are released on an as needed basis.
12. Delivery method of future upgrades and product enhancements including frequency of upgrades by module: Delivery of a new version will be performed by Daystar remotely, or by City staff with the assistance from Daystar, or as Daystar is located in Chicago, Daystar can deliver the updates on-site. Upgrades consist of enhancements\fixes and are scheduled on a quarterly basis.

13.1. Ongoing Software Maintenance and Support

Daystar Ongoing Support requires that:

1. The City maintains support for that particular version of the software, and
2. The local host operating system, database, and any other interdependent third party software application licenses are current and remain supportable by their respective vendors.

13.2. Updates

System updates are collections of general patches and new product features that have been made since the last update. Updates are downloaded for automatic updating to the application. These updates are typically released two to four times a year and are provided at no cost to the City per the terms of the support or subscription agreement.

13.3. System Administration Management

In addition to those services described in the Annual Subscription or Maintenance Agreement, Daystar can also provide the following administration services as part of the on-going annual Support program at no extra cost. These services would include:

1. Adding or deleting staff members, officials and office information,
2. Modifying and maintaining database security information,
3. Maintenance of user security groups and permissions,
4. Maintenance of existing or new committees or other meeting bodies,
5. Maintenance of all workflow and System administration tables,

13.4. System Security

Legistar includes a multi-tiered, security system. You can control access to most functions including viewing, editing, deleting records & agendas and printing reports.

Unlimited security groups can be defined, each with their own security settings and names that are appropriate for the City's installation. Secured and non-secured statuses on different file types, agendas, and minutes allow the City to further define those records that can be viewed.

An automatic audit log of all primary actions affecting the records uses built-in database functions. The logging function includes date, time, operator, and event information regarding significant system

additions, deletions, and modifications. The audit log parameters and report definitions are customizable by the Legistar System Administrator.

Legistar passwords are encrypted and are not stored anywhere except the database. The Legistar system will provide password format support enforced through an interface to Active Directory so when end users sign-on to their City of Chicago workstations, they will automatically be signed into the Legistar system. Additionally, when City Users change their passwords in Active Directory, their Legistar passwords will automatically update so a separate password change request will not be required of the Daystar team.

14. Documentation

Daystar provides its Documentation in digital form and permits the City to reproduce manuals and material entirely or in sections as needed.

15. Project Resources

This table defines the estimated resource skills needed by both the City and the Daystar team to deliver this project on the time line and budget detailed in this SOW and Exhibit 2. The City is solely responsible for determining the final number of City resources needed and will ensure appropriate City staffing is assigned to complete City tasks as defined in the project schedule.

Daystar Project Manager – Daystar will assign a Legistar Project manager to work with the City to make sure that the project is completed successfully	1. Daystar's Project manager will work directly with the City Clerk's Project Manager, or their designee, in all matters concerning this project.
	2. Leads, plans, manages, tracks and reports all project activities (resources, schedule, costs, quality, risks, etc.) with overall responsibility for successful delivery. Duties specifically include, but are not limited to:
	a. Maintaining project work-plan.
	b. Supervising Deliverables, creating and ensuring quality.
	c. Incorporating a plan to ensure communication between vendor, City and 3rd party resources as needed.
	d. Managing project scope and timelines.
	3. Coordinates Daystar's scheduling, delivery, customization elements, reporting and other tasks related to the successful implementation of the Legistar system.
	4. Manages communication among the project team, stakeholders, and executives.
	5. Captures, Tracks, Manages, and Mitigates ongoing project Issues and Risks.
	6. Manages costs and prepares financial reports that track, summarize, and analyze costs.
	7. Coordinate with the City Clerk's Project Manager, or their designee, to conduct interviews with selected staff to help define workflow, user specifications and identify bottlenecks to further reduce manual effort and inefficiencies.
Business Analyst	1. Elicits, documents and organizes business needs, user requirements and use cases into concise, thorough functional specifications and deliverables.
Product Trainers	1. Trainers will train users and create and modify training materials.
Technical Architect	1. Daystar's primary resource for Technical Architecture standards, guidelines and issues.
Database Administrator	1. The DBA will oversee database configuration, maintenance and manage change control.
Infrastructure Specialist	1. The Infrastructure Specialist will oversee the configuration and maintenance of the project's application servers.
IT Integration Specialist	1. The Integration Specialist will build the interfaces between the product and city 3rd party systems.
Tech Writer	1. Design, write, create and maintain technical documentation such as online help, user guides, white papers, manuals and other project documents.
Testers	1. Testers will build test data and execute and automate test scripts.
Executive Supervision	1. Executive Supervision includes subcontractor management, project status meetings, presentations to City staff, and elected or appointed officers, and all negotiations among the prime, the City, and the subcontractors on change orders.
Internal Administrative Support	1. Administrative support in the Daystar office to manage the accounting for the project during the seven to ten months, including billing and receivable for each subcontractor and between, Daystar and the City.
Training Supervisor/Analyst	1. Trainer/CBT specialist will provide additional training and review to help City staff with expected turnover. Some of this time may also be used to update City specific User Manuals with changes in the City process or in the software functions.
Granicus Trainer	1. Granicus will provide web-based training for all users of the video content management system. This will be conducted by a Granicus Training

	professional that has thousands of hours of experience with government workflow and processes. This will be conducted in (3) 2 Hours Sessions based upon the City Clerks staff schedule.
Systems Design Architect	1. Daystar Systems Designer will be responsible for the high-level design of the Legistar system to be implemented. He will establish the basic structure of the system and define the essential core features and elements.
Systems Engineer	1. Daystar Systems Engineer will be responsible for writing computer code to accomplish the overall objective of the system. He or she will participate in the requirements definition, functional specification, design description, program implementation, and testing.
Chief Executive Sponsors	1. Composed of the Executive stakeholders and the Clerk's Project Manager or their designee. The Executive Sponsors will provide guidance and decision-making approval at critical steps and primary milestones of the project.
City Clerk's Project Manager	1. City Clerk's Project Manager, or their designee, will work directly with the Daystar Project Manager in all matters concerning this project.
	2. Manages internal resources, including the approval of project scheduling, customization/modification requests, tasks delivered and performs all the City-side project organization tasks.
	3. Additional responsibilities will include: analysis and interview scheduling with City staff, change authorization and phase sign-offs, oversight of testing and rollout, coordination of communications, scheduling and approval events.
City's Technology Liaison	1. The City's primary resource for Technical Design and project execution issues.
	2. Work with Daystar to determine any specific connectivity requirements regarding equipment, operating system environmental needs, and other technology related issues to support the final configuration of users and ancillary purposes.
System Administrator	1. The System Administrator will have knowledge of the City infrastructure, be able to create data for text scenarios, and validate security and processes for user interfaces. A list of the City's System Administrators capabilities will be specified and finalized during implementation of the System.
Subject Matter Experts	1. The City staff will contribute their knowledge of the City's legislative process, with a focus on their office's/Department's specific policies.

16. Staffing and Team Management

Daystar will assign the following primary resources as Key Personnel:

1. Project Manager – Al Pomerantz
2. Technical Architect – Darius Tajanko
3. Business Analyst – Melissa Ballate and Virginia Hall
4. Trainer – Bill Page
5. Database Administrator – Jon Johansen
6. Infrastructure Specialist Jon Johansen
7. IT Integration Specialist - Vivek Ahuia
8. Tech Writer – Bill Page and/or Melissa Ballate
9. Testers – Daystar Staff
10. Executive Supervision - Ron Cichon
11. Internal Administrative Support - Tom Primozic
12. Training Supervisor/Analyst - Ginger Hall
13. Granicus Trainer - Carolyn Hardy and/or Rebecca Cleary

14. Systems Design Architect – Darius Tajanko
15. Systems Engineer – Chris Kloczko and Natalya Varshavskaya

The City Clerk's Office will assign the following primary resources as Key Personnel:

1. Project Manager – Monica Carranza, or her designee
2. Chief Executive Sponsors – Clerk Miguel del Valle, Deputy Clerk Edmund Kantor, Peter Polacek
3. City's Technology Liaison – Hema Sundaram, Assistant Chief Information Officer/Project Manager
4. City Clerk's System Administrator - Monica Carranza, Peter Polacek, Amanda Aristeo
5. City's Subject Matters Experts/Business Users – Peter Polacek, Monica Carranza, Amanda Aristeo, etc.

A secured website portal will be provided to present project status, schedules, news, and deliverables. Named users identified by the Daystar and City Clerk's Project Managers, or their designees, will be given access to this website to view team activities.

16.1. Staffing Qualifications

1. The City has the option to request the removal of any consultant at any time if the level of technical, business, process, and/or communications expertise is not satisfactory as determined by the City.
2. For any open consulting positions related to this project, Daystar will present profiles of qualified candidates. The City has the option of interviewing any candidate prior to assignment on the City account relative to this project.
3. In the course of this engagement, should either party feel a team member is not performing adequately it will be escalated to the Daystar Team and the City Clerk's Chief Executive Sponsors.

16.2. Team Management

1. Daystar is responsible for the method and practices for ensuring that overall project expertise (process, functional, application, and technical) is retained within the Daystar team.
2. Daystar is responsible for documentation required for maintaining knowledge for retention for the Daystar assigned staff.
3. The City is responsible for documentation required for maintaining knowledge for retention for the City assigned staff.
4. Daystar is responsible for informing the City of any planned staff turnover at least 60 days in advance.
5. The City is responsible for informing Daystar of any planned staff turnover at least 60 days in advance.
6. Daystar is responsible for informing the City of any unplanned staff turnover immediately upon notice of the unplanned staff turnover.
7. The City is responsible for informing Daystar of any staff unplanned turnover immediately upon notice of the unplanned staff turnover.

17. Intentionally Deleted.

18. Communication Plan

18.1. Status Review and Reporting

18.1.1. Weekly Status Meetings

Daystar and the City Clerk's Office shall establish weekly status meetings. Weekly status meetings will cover:

i. Project Status
ii. Key Issues or Risks
iii. Other topics as agreed to by Daystar and the City Clerk's Office

The detail and format of weekly summary report detailing the project team's weekly activities shall include, but are not limited to, accomplishments for the period, the status of the project schedule, upcoming activities, and open issues and action items.

18.1.2. Monthly Chief Executive Sponsors Meetings

The primary purpose of the monthly meeting and report is to report to the Chief Executive Sponsors major issues, accomplishments, upcoming Deliverables with target dates, staffing changes and recognition. The agenda will be distributed ahead of the meeting.

19. Acceptance

19.1. Process

All Deliverables will have an Acceptance form which will require a signature form the City's Project Manager or their designee.

A formal response from the City for a Deliverable Acceptance form will be required within five (5) business days. The five (5) business day response requirement goes into effect via an immediate acknowledgement of receipt of the Deliverables by the City Project Manager or their designee.

If a change order is required, the change order process as outlined in Section 17 of the SOW will be followed.

20. Assumptions

1. The City will provide the number of required resources with the requisite skills as defined in the Project Resources section as outlined in Section 15 of the SOW.
2. Daystar will provide the number of required resources with the requisite skills as defined in the Project Resources section as outlined in Section 15 of the SOW.
3. If necessary, Daystar can provide supplemental staffing resources if the City cannot provide the requisite resources via a change order.
4. Daystar's project core team will be centrally located to ensure effective and timely communication.
5. City decisions on escalated business issues and process issues impacting the implementation schedule must be resolved within five (5) business days.
6. Signoff on documents (e.g. requirement) are considered to be final. Any attempt to change post-signature will automatically trigger a change request.
7. Notwithstanding anything herein to the contrary, the goal of this engagement is a seven- month project duration with a continuous work effort.

8. If the City core team is diverted by other priorities that could lead to potential project delays and/or slippage, Daystar will escalate this delay to the City Clerk's Chief Executive Sponsors with the intent of avoiding any financial impact to the project.
9. The SOW and project budget are based on the seven month duration. At the end of the budgeted project timeline, the contract may be extended by mutual agreement via a change order.
10. The City and/or Daystar will not unreasonably withhold approval (signature) of Deliverable Acknowledgments. If the City and/or Daystar do not formally respond in writing or email within five (5) business days, the issue will be escalated to the Daystar Team and the City Clerk's Chief Executive Sponsors.
11. In the event that the completion of a defined milestone deliverable is delayed more than 30 days, then the following escalation events will take place:
    i. Daystar will escalate and document to the City Clerk's Chief Executive Sponsors.
    ii. Daystar will submit a change order with an estimate of effort to complete the milestone deliverable with all remaining works to be completed on a time and materials basis at a mutually agreed to rate until such time that the deliverable is completed.

ATTACHMENT 1

DETAILED FUNCTIONAL SCOPE

	A	B
1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
3	Hosted Technical Installation - During this phase, the server architecture, the database platform, and the system software will be established, certified, and connected to the City Clerk's Infrastructure.	
4		1. Hardware platform acquisition and setup.
5		2. Database platform acquisition and setup.
6		3. Application server platform acquisition and setup.
7		4. Connectivity and security setup.
8		5. Document management software installation.
9		6. System logons and network access for project team members.
10		7. Allow for integration with Microsoft Active Directory, Novell Directory Services or any LDAP-compliant directory service to allow for adoption of user sign-on security.
11		8. Configuration of dedicated servers for Chicago City Clerk at Daystar's hosting site.
12		9. Installation of standard Legistar and SQL Server imaged platform.
13		10. Secured logon provided to Clerk staff.
14		11. Definition of server and support agreement.
15		12. System Administrator and Help Desk Services are provided by Daystar.
16	Security and System Administration - Daystar Administrators will work with City Clerk staff to define security roles.	
17		1. Provide a document audit trail. General auditing information maintained by the system should include the level of control over what activities are audited (add, delete, modify, annotate, rendition, print, other) controlled by individual logons, roles and groups.
18		2. Provide group level security.

	A	B
1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
19		3. Enable group level security to be defined at the folder, subfolder, document, and process level.
20		4. Ability to provide group level security across all templates, content, processes and repositories (e.g. for individuals, groups of users, individual files, directories or sites).
21		5. Groups should only see those document they have been granted access to, both when navigating and searching.
22		6. Enable the usage environment to honor the rights associated with the content. (Ex. If the user only has the right to view the content then printing or copying will not be allowed.)
23		7. Systems Administrators functionality that can manage overall system and provide help to users when necessary.
24		8. Allow System Administrators to control who may set, change or override document security settings.
25	**Journal of the Proceedings Workflow Functionality - Business analysts will work with City Clerk's staff to translate existing internal Clerk processes into streamlined workflows that leverage the capabilities of the Legistar solution. With guidance from the City Clerk's Office, the Daystar team will prioritize the rollout of functions that will relieve the City Clerk's staff of the most manually intensive procedures. These workflows will be tested with City Clerk staff and documented for inclusion in policy and training documentation.**	
26	Document Importing & Intake (Transition Phase)	1. Allow for the following paper document import methodologies: fax, e-mail, direct scanning and distributed capture.
27		2. Ability to batch import and auto-sort documents based on multiples of the following criteria: document type, Committee referral, introduced or passed status, etc.
28		3. Accept and support the importing of a wide range of common and standard content types, including: structured content (e.g. database data, Microsoft Excel spreadsheets, and transactions); documents (e.g. Microsoft Word, WordPerfect, Acrobat PDF, HTML, XML, Java and photos and other images). Digital media such as visual files shall also be supported (e.g. TIFF, PDF, JPEG, Mpeg, GIF, BMP, Raw Text, Scitex, Targa, PCX, Pixar, PNG, Pict, AVI, ASC II, RSS). The system will be able to work with large and irregular shaped documents. All electronic data transfer should meet ANSI X12 standards.
29		4. Support paper-to-digital document conversion into a Microsoft Word Document, and enable the Clerk's users to edit a document once converted.
30		5. Transition from current duplicate numbering system for introduced and passed documents to a single document numbering system that automatically assigns a unique document number, utilizing bar code technology, to each paper legislative document imported into the system and includes this number in an automatically generated header.
31		6. Provide cross-referencing of documents substituted and/or amended.

	A	B
1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
32		7. Provide auto-numbering scheme to accommodate paper to digital document labeling simultaneously.
33		8. Allow for immediate importation and auto-numbering of paper legislative documents during and after City Council meetings for routing to City Council Committees.
34	Document Exporting	1. Ability to export documents to Word, TIFF, PDF, HTML, E-mail, Rich Text, Raw Text and/or be sent to printer.
35		2. Support data export for analysis and manipulation in standard desktop analysis tools, such as MS Excel.
36		3. Exported data can be burned to CD and other removable storage devices.
37	Document Indexing - Daystar Administrators will work with City Clerk staff to define custom meta-data attributes.	1. Begin transitioning from the manual indexing and entering of meta-data to a system that utilizes electronic forms and templates to enable auto-indexing & extracting of meta-data from legislative documents directly to various applications.
38		2. Support virtually unlimited indexing schemes for legislative documents, allowing for different indexes by document type, and different data types for each index field.
39		3. Allow for index field validation (e.g., require entry or require certain formats).
40		4. Support cross-referencing between documents.
41		5. Support cross-referencing items to City of Chicago Municipal Code.
42	Document Retention Schedules - Daystar administrators will work with City Clerk staff to define document retention settings.	1. Simple to configure document life cycle and retention schedule.
43		2. Retention schedules can be configured by index value or document type.
44		3. Type of documents and destruction deadlines must be easily modified to allow for future changes to the City Clerk's retention schedule.
45		4. Support time/event driven retention rules.
46		5. Managers must be notified prior to document destruction.
47		6. Approvals must be given before document destruction can take place.
48	Journal of the Proceedings Processing	
49	Journal Compilation, Editing and Publishing - City Clerk's staff will	1. Transition from manual to on-screen editing of legislative documents for Journal publication.
50	be trained on the use of authoring templates and drafting features	2. Transition from team reading and manual reiterative review to streamlined, automated review process.
51	within Legistar.	3. Support Microsoft Word as Integrated Text Editor.
52		4. Allow for editing, spell check, revisions or replacement of scanned documents.

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
53		5. Allow for highlighted version/document comparison.
54		6. Allow for WYSIWYG document publishing system, with the ability to create complex page layouts and formatting of text and graphics.
55		7. Ability for City Clerk's staff to create and modify Meeting Minutes/Journal template with default text for minutes, motions, and voting.
56		8. Modification of Journal should be simple to perform and not require extensive cleanup.
57		9. Ability to convert existing WordPerfect templates to Word and import and edit these documents for use as templates for Clerk users.
58		10. Provide tools for internal template management, specifically allowing an approval function for a System Administrator to determine when a template should be published and made available to Clerk users.
59		11. Allow versioning of legislative items, such as draft, revision, and final version.
60		12. Provide version control to maintain version integrity throughout the lifecycle of a document.
61		13. Allow for each version of a document to be assigned individual access control rights and metadata values.
62		14. Provide the ability to lock a document once it is "final" and indicate this status. Once locked, new versions will not be able to be created.
63		15. Ability to keep revisions of documents that are changed during the approval process.
64		16. Recorded motions, votes, roll calls, and notes from software interface should automatically appear as text in Journal.
65		17. Ability to create a Table of Content for the Journal.
66		18. Text and formatting must be uniform throughout publication of Journal. The compilation of templates must flow and automatically append creating an uniform publication.
67		19. Allow for the manual ordering of electronic legislative documents in the draft Journal.
68	Journal Workflow	1. Maintain audit trail of changes made to each legislative item, including date and time stamp, creator, editor and type of access (e.g., read, modify).

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
69		2. Provide reporting capability to track user activity.
70		3. Provide check-in/check-out control for each content item stored in the content repository to control how many users work on a document at one time.
71		4. Enable users to continue viewing a document when it is checked out.
72		5. Provide for ad hoc workflow solutions.
73		6. Provide users information indicating a file's status (e.g., who has content checked out, how long it has been checked out).
74		7. Provide a workflow approval process that notifies the appropriate person when they need to perform a task in relation to an item (e.g. approval required.)
75		8. Provide a workflow approval process that supports parallel and sequential approval steps.
76		9. Provide a workflow approval process that is configurable to allow different approval processes based on how quickly the legislative item needs to be published (e.g. routine or urgent).
77		10. Provide a workflow that is configurable to allow different approval processes based on the type of legislative item/template being created.
78		11. Provide a workflow approval process that is configurable to allow different approval processes based on where the document item is being published (e.g. Book, Intranet, Internet).
79		12. Provide a workflow approval process that is configurable to allow different approval processes for different City Departments.
80		13. Provide a rules based system that can be programmed with deadlines and generate auto e-mail reminders to users for impending and past-due deadlines.
81		14. Support criteria-based notification, escalation or reassignment of workflow approval based on deadlines.
82		15. Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.
83		16. Ability for City Clerk System Administrators to create and manage workflow processes. No scripting or programming will be required.
84		17. Ability for City Clerk System Administrators to configure notifications to various roles/individuals based on workflow status.
85		18. Ability to alter or override workflow dependencies to meet real-time needs (e.g. re-route workflow tasks).
86		19. Ability to assign workflow to classes of legislative items as well as roles and individuals.
87		20. Ability to establish a variety of roles within a workflow process.
88		21. Ability to grant or withhold specific workflow permission based on role, type of content item or other criteria.
89		22. Support integration with workflow processes, and allow for processes to be triggered based on defined rules associated with specific document types, templates, etc. (Ex. When a document of Type X is scanned and exported to the document management system, Workflow A is triggered.)
90		23. No limitation on the type of electronic files that can be attached to the workflow.
91		24. Ability to create and define City Council Committees, Commissions, etc. and manage same.
92		25. Ability to create members and assign them to positions in the City Council Committees, Commissions, etc.
93		26. Ability to use workflow to manage post meeting activities and track City Council Committee Agenda items.
94		27. Ability to customize post-meeting disposition of documents, i.e. numbering, storage, signing, etc.
95	Monthly & Annual Report	Create monthly and annual reports and queries.
96	Physical Records Tracking	1. Support tracking of physical records from receipt to delivery (e.g., third party records storage services)
97		2. Support the management and tracking of physical files and boxes.

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
98		3. Support the movement of files from active filing to inactive, off-site record storage.
99		4. Provide an audit trail or chain of custody relative to the movement of physical files.
100		5. Tracking of physical records from receipt to delivery to third-party records storage services.
101	Internal Reporting	1. Provide standard (out of box) and modifiable reports. Specifically, provide a manager's report showing the average time a user takes to process a legislative item.
102		2. Provide the capability to create pre-defined reports.
103		3. On-line viewing, printed output and file output of reports.
104		4. Support the automatic generation and distribution of reports based on business rules.
105		5. Provide a web-based interface for reporting.
106	Internal Search Engine	1. Provide for retrieval of documents via a variety of means, including, but not limited to: keyword searching, foldering, and full-text searching.
107	**Launch New City Council Website - Replace the existing City Council section of the City Clerk's website with Insight. This launch will eliminate the need for web authors to manually upload information to the website. Non-technical staff will be able to publish public documents as part of a rules based workflow process. The general public will gain faster access to information and greater search and customization features will be made available.**	
108	Internet Publishing/Website Posting	1. Transition from the current City Council section of the Clerk's website to InSite.
109		2. Create a customizable public portal for searching all legislative documents which can be integrated to the current web design of the City Clerk's website.
110		3. Load PDFs of legacy documents into new InSite system.
111		4. Automatically post all legislative documents for viewing over the Internet.
112		5. Display associated agendas, video and audio files, closed captioning and all other supporting documentation for each Council meeting.
113		6. Create a "Legislative History" summary page for each legislative document, showing: meeting dates, agendas, minutes, document numbers, titles, effective dates, voting history, legislation text, supporting documents, and video and audio records.
114		7. Provide a method to download all legislative documents and associated attachments as a single PDF file.

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
115	Website Search Engine	1. Provide Google-type search capabilities of agendas, minutes, video and audio files, and supporting documentation, etc.
116		2. Allow searches using any combination of fields, text and content, including but not limited to: natural language, clustering, word stemming, synonyms and text analytics.
117		3. Provide a query building tool that supports formulation of complex queries.
118		4. Search results include, but are not limited to: document numbers, titles, status, introduction/passage dates, sponsors and provide links to the legislative documentation, including agendas, minutes, video and audio files and all other supporting documents.
119		5. Provide relevancy and search refinement features to allow advance searching.
120		6. Ability to save search terms and subscribe to the option to receive alerts daily, weekly, monthly, etc. based on search criteria.

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
121		7. Ability to export search results to any file format, including but not limited to: Word, Excel, PDF, HTML, Raw Text and print results.
122	**Streaming Video, Archiving & Editing - Video streaming will be implemented with the launch of the new public portal and the integration of Legistar and Granicus features during the City Council meetings. The will allow the Clerk staff to tie the video to the agenda and meeting events during actual City Council meetings.**	
123	General	1. Vendor will customize web pages (view pages) to present audio, video, agendas, and minutes. These pages should have the look and feel of the Clerk's website.
124		2. Ability for the video system to run on the same database as the agenda system.
125	Streaming Video	1. Transition from the current video streaming and editing software to the Granicus video streaming, archiving and editing system.
126		2. Provide real-time live webstream of meetings as they happen, record and publish them to the web and link stream to the meeting minutes, agendas and other supporting materials.
127		3. If and when connectivity problems occur, users must be able to continue recording the meeting and be allowed to post the audio/video once the network is restored.
128		4. Users should be able to control the stream of both video and audio at the time of recording. A fixed resolution at the time of recording is not preferable.
129		5. Provide unlimited hosting of bandwidth for live webstream.
130		6. Are you using redundant Internet connectivity? If yes, explain.
131		7. Real Time Conversion of Analog audio/video feed into Windows Media Format, Windows Silverlight, MP3, and MP4 formats, podcasts and ability to burn Video, Minutes, and Supporting materials to DVD – not just video only.
132	Archive	1. Archives of all Audio/Video content available on-demand.
133		2. Capture and publish closed captioning and present with webstream in an ADA complaint view on-demand video.
134		3. Single view that includes video, audio, closed-captioning, drop-down menus of agenda items to link to, and document viewing area that includes supporting materials.
135		4. Provide a searchable database for all on-demand and archived Video/Audio content.
136		5. Video/Audio file storage should be located within a secure firewall protected network.
137		6. Provide unlimited hosting of bandwidth/storage for archived Audio/Video files.
138		7. Support unlimited concurrent users for live and archived streams.
139	Editing	1. Software should allow for editing, trimming, creation of intro clips, and merging of audio/video files.
140		2. Ability to timestamp, auto index and/or encode audio/video files so the user can go directly to the point of the video for any given item in the agenda.
141	Reporting - Granicus MediaManager Reports is a reporting subsystem of	1. Total Archive Viewers Report - Reports users trends and total archive viewership over a given period of time. On the x-axis is the date range and on the y-axis is the total number of viewers.
142	MediaManager that collects Windows Media Services raw hit and session logs from the Granicus MediaCenter and from	2. Single Archive Viewership Timeline Report - Reports viewers trends for a single recording form the beginning of the video to the end. On the x-axis is the time elapsed from the beginning of the recording and on the y-axis is the total number of viewers watching that segment of time.
143	an onsite MediaVaults and StreamReplicators if application.	3. Live Encoder Viewers Report - Reports viewer trends for one or more encoders over a period of time.
144		4. Ability to search and copy video captioning.
145		5. Top Ten Archives Report - Listing of the most popular archives viewed over a period of time.
146	**Legislative Drafting, Workflow, and Electronic Forms Pilot**	
147		1. Legislative drafting using electronic forms with version controls.
148		2. Setting to use Word as Integrated Text Editor.
149		3. Ability to draft an item without having to submit it to the approval process immediately.
150		4. Ability to mark items and attachments as either public or private.
151		5. Ability to notify users if there are missing attachments required for introduction while compiling legislative documents for introduction.
152		6. Provide the ability to lock a document once it is "final" and indicate this status. Once locked, new versions will not be able to be created.
153		7. Ability to keep revisions of documents that are changed during the approval process.
154		8. Provide the ability to notify a user if a documents with identical text/number has already been submitted.

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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
155		9. Provide a workflow approval process that notifies the appropriate person when they need to perform a task in relation to an item (e.g. approval required.)
156		10. Provide a workflow approval process that supports parallel and sequential approval steps.
157		11. Provide a workflow approval process that is configurable to allow different approval processes for different City Departments.
158		12. Provide a rules based system that can be programmed with deadlines and generate auto e-mail reminders for impending and past-due deadlines.
159		13. Support criteria-based notification, escalation and reassignment of workflow approval based on deadlines.
160		14. Ability to restrict access by end users to designated areas of a website using authentication mechanisms such as user name and password.
161		15. Individuals should only see documents they have been granted access to, both when navigating and searching.
162		16. Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.
163		17. Legislative drafting using electronic forms with version controls.
164		18. Support forms processing, including the ability to auto-index and extract meta-data from boxes and lines to populate database as well as other applications.
165		19. Contain a web-based e-forms product for publishing legislative electronic forms (i.e. ordinances, resolutions, Committee agendas, etc.) to the intranet/internet.
166		20. Support creation, review, approval, publication and management of electronic forms with input fields that can be configured to represent existing legislative documents used by Aldermen, City Departments, the general public, etc.
167		21. Support email distribution of electronic forms.
168		22. Provide a mechanism for assuring that new files created from e-forms are saved as separate files.
169		23. Limitless number of electronic forms can be created and published in the e-forms application.
170		24. Utilize a publishing functionality that allows the System Administrator to determine when a form is published and made available to the users in various applications.
171		25. Comply with all Federal and State regulations regarding electronic forms.
172		26. Select and meet with City Departmental and Aldermanic staff to participate in pilot.
173	Electronic Submission Pilot	
174		1. Transmission from the current paper submission legislative process to a web-based electronic submission of legislative documents.
175		2. Allow for electronic signature and proxy signature of documents.
176		3. Use of username, password and secret question in order to maintain compliance with all Federal, State and local laws regarding electronic signatures.
177		4. Provide for the capture and secure storage of electronic signatures associated with content approval or other process steps.
178		5. Electronic signature software with built-in security to prevent identity theft.
179		6. Support encryption of data between the system and the user's computer through encryption algorithm based on Advanced Encryption Standards (AES).
180		7. Provide the ability to automatically assign a unique document number utilizing bar code technology and include this number in an automatically generated header.
181		8. Select and meet with City Departmental and Aldermanic staff to participate in pilot.
182	Training for Clerk's Staff and Pilot Participants	
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1	**DETAILED FUNCTIONAL SCOPE**	
2	**PHASE I - Internal Operations**	
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DETAILED FUNCTIONAL SCOPE	
PHASE II - Transparency & Access	
Council Meeting Support - City Clerk's staff will be trained to record City Council meeting proceedings in real time directly into the document management system.	
	1. City Clerk's Council Meeting displays can integrate with plasma/LCD/laptops and projection monitors.
	2. System Administrator will have manual override of votes, roll calls, and motions.
	3. Displays will show current Agenda items and all accompanying documentation as items are being considered during City Council meetings.
	4. Ability for City Clerk's staff to take and modify attendance and roll call at a meeting (including someone coming in late or leaving early).
	5. Ability for City Clerk's staff to create an attendee list for each meeting type (i.e. - regular and/or special).
	6. Ability for City Clerk's staff to record and track motions, actions, votes, and discussions in real-time during City Council meetings.
	7. Ability for City Clerk's staff to import and auto-tag with information regarding sponsor, title and Committee referral paper legislative documents on the floor of the City Council Chambers during City Council meetings.
	8. Support electronic note-taking by meeting participants.
Legislative Drafting, Workflow, and Electronic Forms Full Implementation - Electronic forms based on templates will be made available on the Internet website. The City Clerk's staff will have the ability to manage the pace of this rollout through security and workflow profiles.	
	1. Review results from Legislative Drafting and Workflow and Electronic Forms pilot.
	2. Prepare and publish standards for legislative drafting and workflow for City Departmental, Aldermanic staff and the public at large.
Electronic Submissions Full Implementation	
	1. Review results from Electronic Submissions pilot.
	2. Prepare and publish standards for electronic submissions for City Departmental, Aldermanic staff and the public at large.
City Council Committee Agenda & Calendar Management and Committee Workflow Streamlining Pilot - The Daystar team will implement City Council Committee Agenda and Calendar Management features at this time, limited to Clerk staff and select City Council Committees. A handful of willing City Council Committees will be selected to pilot tighter integration between committee meeting preparation, proceedings, and post-documentation. This will allow City Council Committee staff to use the City Council Committee Agenda and Calendar template to support real-time documentation of meeting minutes. Additionally, standards will be developed to identify the workflows and practices that can be more directly fed by the Council Committees themselves. This will provide a roadmap for a monitored "self-service" approach for routine committee activity. Phase Three will open the function for wider collaboration with the full list of City Council Committees.	
	1. The City Council Committee Agenda and Calendar Management interface should display a legislative item's status and allow for easy editing through the system or through a web based form, such as adding and creating links to supporting documentation for an item, adding item details, or adding item notes.
	2. Provide City Council Committee Agenda templates for all Committees, Subcommittees, etc.
	3. Provide for City Council Committee Agenda item auto-numbering.
City Council Committee Agenda & Calendar Management and Committee Workflow Streamlining Pilot (con.)	
	4. Allow versioning of City Council Committee Agenda's such as draft, revision, and final agenda.
	5. Ability to link item City Council Committee Agenda item to Google maps.
	6. Ability to distribute City Council Committee Agenda packets electronically to Council Members and public.
	7. Ability to create and define committees, boards, commissions and councils and manage same.

DETAILED FUNCTIONAL SCOPE	
PHASE II - Transparency & Access	
	8. Ability to create members and assign them to positions in the City Council Committees, commissions, etc.
	9. Ability to approve City Council Committee Agenda items individually or as a group within a meeting.
	10. Allow actions and votes to be added for each City Council Committee Agenda item. The actions and votes can be added manually for each item or selected from a pre-configured list.
	11. Support electronic note-taking by meeting participants.
	12. Provides ability to use workflow to manage post City Council Committee meeting activities.
	13. Publish a finalized HTML & PDF City Council Committee Agenda to the Web with all associated attachments as links to the appropriate City Council Committee agenda item.
	14. Ability to create a summary of action items taken at a meeting.
	15. Provide automatic notification when a document is revised or when changes are made to an individual City Council Committee Agenda item.
	16. Allow an unlimited number of City Council Committee meetings to be added and managed by the system.
	17. Show where a City Council Committee Agenda item is within the workflow process and it's status (approved, rejected, being drafted, final draft, etc.).
	18. The system should allow documents to be marked as confidential so they are not published and/or are not part of a City Council Committee Agenda PDF packet.
	19. Select and meet with City Council Committee staff to participate in pilot.
External Staff Training Sessions - This phase will involve the non-Clerk staff training in the form of informational presentations, rollout communication tools, and hands-on training. The Daystar team will also work with designated Clerk staff to train them to deliver on-going training.	

DETAILED FUNCTIONAL SCOPE	
PHASE III - Full Participation of External Stakeholders	
Migration of Legacy Documents - Data indices and digital documents contained in the current Oracle-based system and non-Oracle indices stored in spreadsheets will be converted to the new platform.	
	1. Provide a method to manage the mass and ongoing migration of legacy documents.
	2. Each existing system will be reviewed to identify requirements for meta data conversion, index conversion, content migration, and core functionality
	3. Conversion activities will include the development of technical and testing plans for conversion to the new platform, develop the conversion, and test the integrity of converted functionality and content.
Online Public Requests - Electronic submissions functionality will be opened up to support the submission of claims against the City, certification requests and petition submissions according to	
	1. Design Online Public Request Workflows and Forms for online submission of Claims against the City of Chicago (i.e. damage to vehicle (pothole), damage to property).
	2. Configure City Clerk staff notification/reminder of external filings.
	3. Ensure that online submission of claims against the City complies with all local and State laws.
	4. Design Online receipt of filing.
	5. Design Public Request Workflows and Forms for certification of legislative documents either in Legistar or InSite.
	6. Ensure that online processing of legislative certifications complies with all local and State laws.
	7. Design Online Public Request Workflows and Forms for online submission of petitions for Local Option Referendums regarding voting precincts wet or dry.
	8. Ensure that online submission of petitions for Local Options Referendums complies with all local and State laws.
	9. Design security mechanism for Online submission of presonal and/or private information.
	10. Launch Online Public Request website functionality.
City Council Committee Agenda & Calendar Management and Workflow Streamlining Full Implementation - Advance agenda management functions will be enabled to allow authorized external entities to contribute advanced content to the agenda. The Clerk's staff will be able to manage and review this participation through workflow approval processes and security profiles.	
	1. Review results from the City Council Committee Agenda & Calendar Management and Committee Workflow Streamlining pilot.
	2. Design automatic feature to match or hyperlink items on Agenda referencing legislation with corresponding meta data/numbered documents already in system.
	3. Prepare and publish standards for electronic submissions for City Departmental, Aldermanic staff and the public at large.
External Staff Training Sessions - This phase will involve the non-Clerk staff training in the form of informational presentations, rollout communication tools, and hands-on training. The Daystar team will also work with designated Clerk staff to train them to deliver on-going training.	

ATTACHMENT 2

PROJECT TIMETABLE AND DELIVERABLES

PROJECT TIMETABLE AND DELIVERABLES

Name	Days	Start	End	Deliverables
Phase 1 Duration	66	Month 1	Month 3	
Project Initiation & Management	66	Month 1	Month 3	
Establish Project Management - Detailed Project Plan - Communications Plan - Budget Tracking Workbook	7	Month 1	Month 1	Project Management Documents
Hold Project Kickoff Meeting	1	Month 1	Month 1	Meeting Minutes
Prepare Status Reports	66	Month 1	Month 3	Published Status Reports
Technical Installation - Hosted	15	Month 1	Month 1	
Setup Test/Training (T/T) Environment	7	Month 1	Month 1	Access from City to Hosted Application
Define Stage 1 Release Features	4	Month 1	Month 1	Feature list for Stage 1
Configure for Stage 1 Release	3	Month 1	Month 1	
Establish Security and System Administration Workgroup	1	Month 1	Month 1	List of Workgroups and Security Settings
Establish Active Directly Interface	5	Month 1	Month 1	Log in to Legistar
Configure Core Users	2	Month 1	Month 1	Users can log in using account IDs
Map Existing Data to Legistar Fields	8	Month 1	Month 1	Mapping Document
Workflow Functionality	12	Month 1	Month 1	
Gather Existing Workflow Information	7	Month 1	Month 1	Meetings held with key stakeholders
Create Legistar Stage 1 Workflows	5	Month 1	Month 1	Workflow Documents
Define Custom Workflow Requirements	3	Month 1	Month 1	Requirements Document
Custom Workflow Implementation	21	Month 1	Month 2	
Develop Workflow Application	10	Month 1	Month 2	Application Code
Implement Workflow Application	3	Month 1	Month 2	Code deployed to T/T environment
Test Workflow Application	3	Month 1	Month 2	Code tested and working
Rollout To Production	5	Month 3	Month 3	Functional in Production
Barcode/Scanner Implementation	23	Month 1	Month 3	
Develop Interface Application	7	Month 1	Month 2	Application Code
Implement Interface Application	3	Month 1	Month 2	Code deployed to T/T environment
Test Interface Application	3	Month 1	Month 2	Code tested and working
Rollout To Production	5	Month 3	Month 3	Functional in Production
Pilot Barcode/Scanner Implementation	5	Month 2	Month 3	Pilot Completed
Technical Installation - Video	27	Month 2	Month 2	
Transition Equipment Maintenance	5	Month 2	Month 2	Maintenance Transitioned to City Clerk
Develop Interface Application	5	Month 2	Month 2	Interface Established
Installation Configured from Granicus	5	Month 2	Month 2	Equipment Functional
Implement Interface Application	4	Month 2	Month 2	Equipment Connected to Application
Test Interface Application	3	Month 2	Month 2	Test Video Successful
Pilot Video Streaming and Archive	5	Month 2	Month 3	Trial Period Using Interface
Launch Legislative Drafting, E-Forms & Workflow Pilot	16	Month 3	Month 3	
Design and Model Electronic Submission Workflows	4	Month 3	Month 3	Design Document
Configure T/T Environment	2	Month 3	Month 3	
Test Legislative Drafting, E-Forms, & Workflow	5	Month 3	Month 3	Process Tested Successfully
Pilot Legislative Drafting, E-Forms, & Workflow	5	Month 3	Month 3	Trial Period Using Process
Launch Legislative Electronic Submissions Pilot	26	Month 2	Month 3	

PROJECT TIMETABLE AND DELIVERABLES				
Name	**Days**	**Start**	**End**	**Deliverables**
Requirements Gathering	12	Month 2	Month 2	Requirements Document
Design Electronic Submission Application	4	Month 3	Month 3	Design Document
Develop Electronic Submission Application	5	Month 3	Month 3	Code deployed to T/T environment
Test Electronic Submission Application	5	Month 3	Month 3	Code tested and working
Relase to Production Environment	2	Month 3	Month 3	Functional in Production
Develop Training Curriculum	30	Month 2	Month 3	
Establish Training Plan	3	Month 2	Month 2	Training Plan Document
Customize Standard Workflow Training	10	Month 2	Month 2	Outline of Training Materials
Customize System Administrator Workflow Training	7	Month 2	Month 2	Training Materials Complete
Review and Finalize Training Materials	3	Month 2	Month 2	Training Materials Approved
Provide Training for Stage 1 Release	7	Month 3	Month 3	Training Completed
Deploy Legistar Stage 1 to Production	4	Month 3	Month 3	
Pilot Legistar Stage 1 Release	3	Month 3	Month 3	Functionality confirmed
Start Using Legistar for Stage 1 Release	1	Month 3	Month 3	Legistar in production use
Deploy Insite Stage 1 to Production	12	Month 2	Month 3	
Develop Transition Plan	3	Month 2	Month 2	Transition Plan Document
Modify City Clerk Website for Insite Link	5	Month 3	Month 3	Web site pages developed
Establish Links to City Clerk Archive Website	5	Month 3	Month 3	Insight has links to City Website
Pilot Insite Public Facing Website	3	Month 3	Month 3	Functionality confirmed
Turn on City Clerk Website Link to Insite for Stage 1 Release	1	Month 3	Month 3	Links and function are all active

PROJECT TIMETABLE AND DELIVERABLES				
Name	**Days**	**Start**	**End**	**Deliverables**
Phase 2 - Transparency & Access	54	Month 3	Month 5	
Project Initiation & Management	44	Month 4	Month 5	
Prepare Status Reports	44	Month 4	Month 5	Published Status Reports
Council Meeting Support	12	Month 3	Month 3	
Establish Council Meeting Support Workgroup	1	Month 3	Month 3	List of Workgroup Members
Capture Council Meeting Support Requirements	5	Month 3	Month 3	Requirements Document
Draft Future Workflows	3	Month 3	Month 3	Workflow Document
Confirm Future Workflows	3	Month 3	Month 3	Signoff on Workflows
Legislative Drafting, E-forms & Workflow Full Implementation	13	Month 3	Month 4	
Review Results from Legislative Drafting, E-forms & Workflow Pilot	3	Month 3	Month 4	Lessons Learned Report
Draft Legislative Drafting, E-forms & Workflow Standards	6	Month 4	Month 4	Draft Document
Review, Revise and Publish Model for Users	4	Month 4	Month 4	Signoff on Models
Electronic Submission Full Implementation	13	Month 4	Month 4	
Review Results from Electronic Submission Pilot	3	Month 4	Month 4	Lessons Learned Report
Draft Electronic Submission Standards	6	Month 4	Month 4	Draft Document
Review, Revise and Publish Model for Users	4	Month 4	Month 4	Signoff on Models
Launch Committee Pilot for City Council Committee Agenda & Calendar Management and Committee Legislative Workflow Streamlining	15	Month 4	Month 5	
Establish Committee Pilot Workgroup	1	Month 4	Month 4	List of Workgroup Members
Capture Agenda & Calendar Management Requirements	1	Month 4	Month 4	Requirements Document
Design and Model Agenda & Calendar Management Workflows	5	Month 4	Month 4	Workflow Document
Setup T/T Configuration and User Accounts	5	Month 4	Month 4	Training and Test Environment Configured for Testing
Test City Council Committee Agenda & Calendar	5	Month 4	Month 5	Functionality Tested Successfully
Create Procedure Guide	3	Month 5	Month 5	Procedure Guide Document
Start Pilot	0	Month 5	Month 5	Signoff on Workflows
Develop Phase 2 Training Curriculum	19	Month 4	Month 5	
Customize Council Meetings Function Training	6	Month 4	Month 4	Training Materials Complete
Customize Legislative Drafting, E-Forms & Workflow Training	7	Month 4	Month 4	Training Materials Complete
Customize Electronic Submission Training	7	Month 4	Month 4	Training Materials Complete
Provide Training for Stage 2 Release	7	Month 4	Month 5	Training Completed

PROJECT TIMETABLE AND DELIVERABLES				
Name	**Days**	**Start**	**End**	**Deliverables**
Deploy Legistar Stage 2 to Production	4	Month 5	Month 5	
Pilot Legistar Stage 2 Release	3	Month 5	Month 5	Functionality confirmed
Start Using Legistar for Stage 2 Release	1	Month 5	Month 5	Legistar in production use

PROJECT TIMETABLE AND DELIVERABLES				
Name	**Days**	**Start**	**End**	**Deliverables**
Phase 3 - Full Participation of External Stakeholders	58	Month 5	Month 7	
Project Initiation & Management	44	Month 6	Month 7	
Prepare Status Reports	44	Month 6	Month 7	Published Status Reports
Online Public Requests	18	Month 5	Month 7	
Requirements Gathering	5	Month 5	Month 5	Requirements Document
Design and Model Online Public Request Workflows	5	Month 5	Month 5	Design Document
Setup Online Public Request Forms	5	Month 6	Month 6	Forms configured in T/T environment
Test Online Public Request Forms	5	Month 6	Month 6	Forms Process Tested Successfully
Enhance Public Website with Public Request Forms	3	Month 7	Month 7	Public Request Form Available
Migration of Legacy Documents	27	Month5	Month 7	
Conduct Analysis of Oracle and Excel System Conversion	8	Month 5	Month 5	Requirements Document
Document Data Conversion Design	8	Month 5	Month 6	Data Conversion Plan
Develop Metadata Conversion Scripts	5	Month 6	Month 6	Metadata Scripts
Develop Document Upload Conversion Scripts	3	Month 6	Month 6	Document Upload Scripts
Test Conversion in T/T Environment	4	Month 6	Month 6	Successful Migration Test
Migrate Data to Production	3	Month 7	Month 7	Data and Documents in Production Environment
City Council Committee Agenda & Calendar Management and Committee Legislative Workflow Full Implementation	24	Month 6	Month 7	
Review Results from Committee Pilot	4	Month 6	Month 6	Lessons Learned Report
Draft Committee Model and Standards	5	Month 6	Month 6	Draft Document
Review, Revise and Publish Model for Committees	5	Month 6	Month 7	Signoff on Models
Configure Models in T/T Environment	3	Month 7	Month 7	Models Configured in T/T Environment
Test Models in T/T	3	Month 7	Month 7	Successful Test of Models
Develop Phase 3 Training Curriculum	15	Month 6	Month 7	
Customize City Council Committee Agenda & Calendar Management and Committee Legislative Workflow Training	5	Month 6	Month 6	Training Materials Complete
Conduct View Only Trainings	10	Month 6	Month 7	Training Completed
Conduct Standard Training for Newer Committees	5	Month 6	Month 7	Training Completed
Skills Transfer to Internal Trainers	4	Month 7	Month 7	Training Completed
Deploy Legistar Stage 3 to Production	5	Month 7	Month 7	
Complete Legistar Stage 3 Release	3	Month 7	Month 7	Functionality confirmed
Final Presentation Session	7	Month 7	Month 7	
Start Using Legistar for Stage 3 Release	1	Month 7	Month 7	Legistar in production use

ATTACHMENT 3

SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
	Daystar License fees	At Agreement Signing	$16,200.00	Software		This process is contingent on a City agreement of purchasing unlimited licenses to the Legistar system.
	Annual Maintenance - Year 1 - Payment 1	90 days after Agreement Signing and installation	$55,675.00	Software		According to Daystar's RFP response, during the first ninety (90) days following the initial installation, Daystar will provide software support and maintenance for the proposed Legistar system.
	Annual Management and Operational Services - Year 1 - Payment 1	90 days after Agreement Signing and installation	$22,100.00	Service		According to Daystar's RFP response, during the first ninety (90) days following the initial installation, Daystar will provide software support and maintenance for the proposed Legistar system.
	DAYSTAR INVOICE	**At Agreement Signing**			**$93,975.00**	
	Phase 1 - Internal Operations Complete					
	Month 1					
1	Project Kick-off Complete	Month 1				
2	Technical Installation - Hosted	Month 1	$2,950.00	Hardware		Hardware cost for Granicus Intergrate Video Hosting
3	Workflow Functionality Complete	Month 1				

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
	Service	Month 1	$38,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 1**			**$41,507.14**	**Daystar has completed Deliverables 1-3.**
	Month 2					
4	Custom Workflow Implementation	Month 2				Functional in Production in Month 3
5	Barcode/Scanner Implementation	Month 2				Functional in Production in Month 3
6	Technical Installation - Video	Month 2				Trial Period Using Interface in Month 3
			$34,650.00	Software		Granicus Licensing Fees
	Service	Month 2	$38,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 2**			**$73,207.14**	**Daystar has completed Deliverables 4-6.**
	Month 3					
7	Pilot launched for Legislative Drafting & Workflow	Month 3				
8	Pilot launched for Legislative Electronic Submissions	Month 3				
	Phase 1 Testing Complete	Month 3				
	Phase 1 Training					

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
9	Phase 1 Training Materials and Training for Clerk's Staff and Pilot Participants Complete	Month 3	$23,166.67	Service		
10	Deploy Legistar Stage 1 to Production					
11	Deploy InSite Stage 1 to Production	Month 3				
	Phase 2 - Transparency & Access Complete					
12	Council Meeting Support Functionality Complete	Month 3				
	Service	Month 3	$33,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 3**			**$61,723.81**	**Daystar has completed Deliverables 7-12. Daystar has completed Phase 1.**
	Month 4					
13	Legislative Drafting & Workflow Functionality Complete	Month 4				
14	Electronic Forms/Templates & Electronic Submission Functionality Complete	Month 4				
	Phase 2 Testing Complete	Month 4				

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
	Service	Month 4	$38,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 4**			**$38,557.14**	**Daystar has completed Deliverables 13-14.**
	Month 5					
15	Committee Pilot launched for City Council Committee Agenda & Calendar Management and Committee Legislative Workflows	Month 5				
	Phase 2 Training					
16	Phase 2 Training Materials and Training for Clerk's Staff and Pilot Participants Complete	Month 5	$23,166.67	Service		
17	Deploy Legistar Stage 2 to Production					
	Annual Maintenance/Granicus Software - Year 1 - Payment 1	Month 5	$26,000.00	Service		90 days after Granicus video system installation
	Service	Month 5	$33,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 5**			**$87,723.81**	**Daystar has completed Deliverable 15-17. Daystar has completed Phase 2.**

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
	Phase 3 - Full Participation of External Stakeholders Complete					
	Month 6					
18	Online Public Requests Complete	Month 6				Public Request Forms available online in Month 7
19	Migration of Legacy Documents Complete	Month 6	$12,525.00	Service		Migrate Date to Production in Month 7
	Phase 3 Testing Complete	Month 6				
	Service	Month 6	$38,557.14	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	DAYSTAR INVOICE	**Last day of Month 6**			**$51,082.14**	**Daystar has completed Deliverables 18-19.**
	Month 7					
20	City Council Committee Agenda & Calendar and Committee Legislative Workflow Configuration Complete	Month 7				
	Phase 3 Training					
21	Phase 3 Training Materials and Training for Clerk's Staff and Pilot Participants Complete	Month 7	$23,166.67	Service		
22	Deploy Legistar Stage 3 to Production					

SCHEDULE OF COMPENSATION						
Deliverable Number	**Deliverable**	**Planned Completion Date**	**Earned Deliverable Amount**	**Software/Hardware/Service**	**City Payments**	**Comments**
	Service	Month 7	$38,557.15	Service		Monthly service hours are an estimate of hours expected to be performed. Hours exceeding these totals will be validated and paid accordingly upon agreement with Daystar and the City Clerk's Office.
	FINAL DAYSTAR INVOICE	**Last day of Month 7**			**$64,123.82**	**Daystar has completed Deliverable 20-22. Daystar has completed Phase 3.**

TOTAL SPEND OF PROJECT IMPLEMENTATION & YEAR ONE MAINTENANCE & SUPPORT AND DVD MONTHLY BACKUP	**$511,900.00**
YEAR TWO MAINTENANCE & SUPPORT AND MONTHLY DVD BACKUP	**$93,025.00**
YEAR THREE MAINTENANCE & SUPPORT AND MONTHLY DVD BACKUP	**$95,006.00**
TOTAL COMPENSATION	**$699,931.00**

EXHIBIT 2

SCHEDULE OF COMPENSATION

COSTS DETAIL	**AMOUNT**
License Fees	**$ 50,850.00**
Implementation:	
Data Conversion	$ 12,525.00
Training	$ 69,500.00
Hosting Hardware	$ 2,950.00
Project Management/Programming/Design	$269,900.00
Implementation Total	**$354,875.00**
Year One Maintenance & Support	**$106,175.00**
Year Two Maintenance & Support	**$ 93,025.00**
Year Three Maintenance & Support	**$ 95,006.00**
TOTAL COMPENSATION	**$699,931.00**
Optional Year Four Maintenance & Support	**$ 97,038.00**
Optional Year Five Maintenance & Support	**$101,123.00**

ADDITIONAL SERVICES RATE CARD

RESOURCE TYPE	Base Year One Hourly Rate	Base Year Two Hourly Rate	Base Year Three Hourly Rate	Optional Year Four Hourly Rate	Optional Year Five Hourly Rate
Executive Supervision	$150.00	$155.00	$160.00	$165.00	$170.00
Internal Administrative Support	$50.00	$55.00	$60.00	$65.00	$70.00
Project Manager	$135.00	$140.00	$145.00	$150.00	$155.00
Trainer/Business Analyst	$135.00	$140.00	$145.00	$150.00	$155.00
Trainer/Supervisor Analyst	$135.00	$140.00	$145.00	$150.00	$155.00
Documentation/CBT Specialist	$135.00	$140.00	$145.00	$150.00	$155.00
Programmer	$115.00	$120.00	$125.00	$130.00	$135.00
Granicus Trainer Remote	$200.00	$200.00	$200.00	$200.00	$200.00
Granicus Trainer OnSite	$250.00	$250.00	$250.00	$250.00	$250.00
System Design Architect	$145.00	$150.00	$155.00	$160.00	$165.00
System Engineer	$135.00	$140.00	$145.00	$150.00	$155.00

EXHIBIT 3

SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES

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

I. Policy and Terms

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

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

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0
WBE Contract Goal: 5.0

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractors MBE or WBE commitment in the performance of the contract.

E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

A. **"Minority Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. **"Women Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance

Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

A. The inclusion of any MBE or WBE in the contractors MBE/WBE Utilization Plan shall not conclusively establish the contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

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

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

   a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

   b. A listing of all MBE/WBE firms contacted that includes:

      (1) Names, address and telephone numbers of MBE/WBE firms solicited;

(2) Date and time of contact;
(3) Method of contact (written, telephone, facsimile, etc.)

c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

(1) Project identification and location;
(2) Classification/commodity of work items for which quotations were sought;
(3) Date, item and location for acceptance of subcontractor bid proposals;
(4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
(5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontracts quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

(1) A listing of all potential subcontractors contacted for a quotation on that work item;
(2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The Citys estimate for the work under a specific subcontract;
(2) The bidder/proposers own estimate for the work under the subcontract;
(3) An average of the bona fide prices quoted for the subcontract;
(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firms current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firms Area of Specialty. The MBE/WBE firms scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

(1) failure to satisfy the MBE/WBE percentages required by the contract; and

(2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

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

X. Arbitration

A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

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

XII. Information Sources

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

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

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

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

(312) 353-7381

Project information and general MBE/WBE information:

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

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

CITY OF CHICAGO
Department of Procurement Services
Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce
111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418

Women's Business Development Center
8 South Michigan Ave, Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chic-go, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

Ralph G. Moore & Associates (RGMA)
211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911
Fax: (312) 419-1918

South Shore Chamber, Incorporated
Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

ATTACHMENT B

(*On Bidder/proposer's Letterhead*)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear_____:

(Bidder/Proposer)_____intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____
_____
_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____at _____
Name of Company Representative
Address/phone

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

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

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

If you wish to discuss this matter, please contact the undersigned at_____.

Sincerely,

_____

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

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

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

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

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

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

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

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

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____
_____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____
_____
_____

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

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:_____

2. Major purchases:_____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

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

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

_____

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

_____

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

_____

_____

_____

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

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

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

Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

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

_____
(names of affiants)

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

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

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1

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

Name of Project/Contract: Legislative EDMS
Specification Number: 79455

From: Softbank LLC
(Name of MBE/WBE Firm)

MBE: Yes X No ____
WBE: Yes ____ No X

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

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

____ Sole Proprietor
____ Partnership
X Corporation
____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of ____ to 2/1/2010 for a period of five years.

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

Project management, data conversion, and programming.

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

Total price: $1,107,425

Contractor will invoice monthly for services delivered. Daystar will pay within 10 days of receipt of payment from City

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

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

Eric Peebles
(Signature of Owner or Authorized Agent)

Eric Peebles Chief Technology officer
Name/Title (Print)

12-28-09
Date

312-401-8057
Phone

Rev. 9.03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

April 15, 2009

Rajinger Singh Duggal
Sofbang, LLC
145 Tower Drive, Suite 1
Burr Ridge, Illinois 60527

Annual Certificate Expires: **February 1, 2010**
Vendor Number: **50076481**

Dear Mr. Duggal:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010.**

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

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

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

Systems Analysis and Design; Technical Architecture; UI Design; Web and Client Server; Software Development; System Integration; Database Implementation; Quality Assurance; Project Management Services; Enterprise Strategy

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds

NEIGHBORHOODS Alive! BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

CITY OF CHICAGO

OFFICE OF COMPLIANCE

From: **[lblOrganization]**
To: **[lblCompanyName]**
[lblContact]

Date: **11/3/2009 11:03:40 AM**
Fax: **[lblFax]**
Phone: **[lblPhone]**

Allen Pomerantz
Sofbang, Llc
145 Tower Drive, #1
Burr Ridge, IL 60527-1543

Dear Allen Pomerantz:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Sofbang, Llc a courtesy extension of your Minority Business Enterprise (MBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Sofbang, Llc will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Minority Business Enterprise (MBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

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

Name of Project/Contract: Legislative EDMS
Specification Number: 79485

From: Blue Daring
(Name of MBE/WBE Firm)

MBE: Yes X No
WBE: Yes X No

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

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

_____ Sole Proprietor
_____ Partnership
X Corporation
_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to 12/1/2011 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
training and computer based training development and business analysis

The above described performance is offered for the following price and described terms of payment:
total price. $96,700
Contractor will invoice monthly for services delivered, Daystar will pay within 10 Days of receipt of payment from City

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

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

(Signature of Owner or Authorized Agent)
Melissa Bablak, Pres.
Name/Title (Print)
12-28-09
Date
312-243-8700
Phone

04/12/10

Rev. 9/03

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

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

March 19, 2009

Melissa Ballate, President
Blue Daring Consulting, Inc.
688 North Milwaukee Avenue, Suite #206
Chicago, Illinois 60622

Annual Certificate Expires: **December 1, 2009**
Vendor Number: **50069337**

Dear Ms. Ballate:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **December 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2009.**

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

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

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

Technical Writing; Public Relations; Project Management; Marketing Strategies; Multimedia Design and Web Development

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds

IL UCP HOST: CITY OF CHICAGO
(Revision from 2-13-09 cert. letter - Address)

NEIGHBORHOODS ALIVE!

CITY OF CHICAGO

OFFICE OF COMPLIANCE

From: **[lblOrganization]**
To: **[lblCompanyName]**
[lblContact]

Date: **11/3/2009 5:56:16 AM**
Fax: **[lblFax]**
Phone: **[lblPhone]**

Melissa Ballate
Blue Daring Consulting, Inc
688 N. Milwaukee Ave, No. 206
Chicago, IL 60642

Dear Melissa Ballate:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Blue Daring Consulting, Inc a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Blue Daring Consulting, Inc will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM. SPEC. NO. 79485

State of ILLINOIS

County (City) of COOK

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

DAYSTAR COMPUTER SYSTEMS, INC.
Name of Prime Consultant/Contractor

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

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

I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)

II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

iii. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: SOFBANC, LLC
   Address: 145 TOWER DRIVE #1, BURR RIDGE, IL 60527
   Contact Person: ERIC PEEBLES, CTO Phone: 312-404-8057
   Dollar Amount of Participation $ 174,983
   Percent Amount of Participation: 25 %

2. Name of MBE/WBE: BLUE DARING
   Address: 688 N. MILWAUKEE, NO. 206, CHICAGO, IL 60642
   Contact Person: MELISSA BAILATE Phone: 312-243-8700
   Dollar Amount of Participation $ 56,700
   Percent Amount of Participation: 8 % (EIGHT PERCENT)

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

Percent Amount of Participation:_____%

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

5. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

6. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

7. Name of MBE/WBE:_____

Address:_____

Contact Person:_____ Phone: _____

Dollar Amount of Participation $_____

Percent Amount of Participation:_____%

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
SOFBANG, LLC	$174,983	25 %
	$	%
	$	%
	$	%
	$	%
Total MBE Participation:	$	%

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
BLUE DARING, INC	$ 56,700	8 %
	$	%
	$	%
	$	%
	$	%
Total WBE Participation:	$	%

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

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

Name RON CICHON Phone Number: 312-559-0900 x 101#

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

Signature of Affiant (Date)

State of ILLINOIS
County of COOK

This instrument was acknowledged before me on 9/1/10 (date)
by RON CICHON (name /s of person/s)
as CEO (type of authority, e.g., officer, trustee, etc.)
of DAYSTAR COMPUTER SYSTEMS, INC (name of party on behalf of whom instrument was executed).

(Seal)

Signature of Notary Public

OFFICIAL SEAL
THOMAS PRIMOZIC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/14

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Consultant /Contractor - Print or Type)

_____ (_____) _____
(Address of Prime Consultant/Contractor) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

Total MBE: $_____

Total WBE: $_____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on_____(date)

by_____(name/s of person/s)

as _____(type of authority, e.g., officer, trustee, etc.)

of_____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

EXHIBIT 5

INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

INSURANCE REQUIREMENTS

City Clerk Office

Legislative Electronic Document Management System
Specification No. 79485

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

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

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

3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Errors & Omissions/Professional Liability
When any web architects, web/cyber engineers, system technicians/engineers, electronic data processing (EDP) professionals but not limited to system programmers, hardware and software designers/contractors or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000. Coverage must include performance of or failure to perform EDP and failure of software product to perform the function for the purpose intended. When

policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

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

6) Property

Contractor is responsible for all loss or damage at full replacement cost to City property including but not limited to equipment (including computer hardware and/or software), materials or supplies during installation, maintenance and/or repair of the City of Chicago system/equipment or property at Contractor's site, if applicable.

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

(Hosting Site - If Applicable)

The Contractor is to provide evidence of All Risk Property Insurance to protect against loss of, damage to, or destruction of the property site of Contractor that is part of this Agreement.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 7) or equivalent 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. 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.

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

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

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

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

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

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

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

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CERTIFICATE OF LIABILITY INSURANCE

OP ID GM

DATE (MM/DD/YYYY) 08/09/10

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 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

Bade-Marquette Agencies, Inc.
518 S. IL Rte 31 Ste. 399
McHenry IL 60050
Phone:815-344-9225 Fax:815-344-9245

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: DAYST-1

INSURED

Daystar Computer Systems, Inc.
600 W Jackson
Chicago IL 60606

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	19305
INSURER B:	United National Ins. Co.	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PPS040637424	07/18/10	07/18/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2000000 $ 2000000 $ 10000 $ $ 4000000 $ 4000000
A A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PPS040637424 PPS040637424	07/18/10 07/18/10	07/18/11 07/18/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liab			B130568	07/16/10	07/16/11	Aggregate	2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit and the City.

CERTIFICATE HOLDER

CITYCHI

The City of Chicago
Procurement Department
121 N LaSalle St. #403
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

Gerald E. Marquette

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2010

PRODUCER

Andrew Atsaves c/o AJG Risk Mgmt. Services, Inc.
8800 E. Chaparral Rd, Suite 230
Scottsdale, AZ 85250

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

INSURED

The Synergy Companies, Inc. Alt. Emp: Daystar Computer Systems, Inc.
180 N Michigan Avenue 11th Floor
Chicago, IL 60601

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Company	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 48-66-236-04	01/01/2010	01/01/2011	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER	**Location Coverage Period:**	01/01/2010	01/01/2011	**Certificate#:**	10IL018761150
						Client#:	1141

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

Coverage is provided for only those employees leased to but not subcontractors of:

Daystar Computer Systems, Inc.
600 W Jackson Blvd Suite 580
Chicago, IL 60661

CERTIFICATE HOLDER

City of Chicago, City Hall
121 North LaSalle Street
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Andy Atsaves

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. *See* 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)

2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.

3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.

4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.

5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.

6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.

8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.

9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.

12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

14. Consultant must report to the City any security incident of which it becomes aware.

EXHIBIT 7
LIST OF KEY PERSONNEL

Name:	Title:
Ron Cichon	President
Darius Tajanko	Chief Technology Officer
Al Pomerantz	Project Manager
Trainer	Bill Page

EXHIBIT 8
SERVICE LEVEL AGREEMENT

1. Definitions and Procedures.

Capitalized terms used, but not defined, in this Service Level Agreement, shall have the meanings ascribed to such terms in the Professional Services Agreement ("Agreement").

1.1 Definitions.

"Available" means the System is accessible with adequate response time to City Users and/or Public Users.

"Base Time" equals the product of the number of days in the applicable month multiplied by 24 hours by 60 minutes. Base Time is separately applicable to each Hosted Software Component of the System.

"Expected Performance Level" means the required level of performance for System Availability as set forth herein. The Expected Performance Level is separately applicable for each Hosted Software Component of the System.

"Hosted Software Component" means Legistar, InSite or Granicus, as the case may be.

"Internet Speed Standard" is satisfied if the PC meets the minimum standard of 6.0 Mbps download and 3.0 Mbps upload as measured by http://speakeasy.net/speedtest/.

"Measurement Period" means monthly, so that Contractor must provide monthly reports as set forth in Section 3.3.2.

"Major System Change" means a material change to the System, including a backend upgrade, operating system upgrade, new release upgrade, storage area network upgrade, or database upgrade.

"Performance Credit" means the credits that Daystar shall issue to the City in the event of a Service Level Failure with respect to a Service Level, calculated in accordance with this Exhibit 8.

"Performance Standard" is calculated separately for each Hosted Software Component as follows :

a. For Legistar, the ability of the component to:
   - Return a record based on a file number search in 4 seconds or less.
   - Open a meeting record upon clicking on the meeting date in 4 seconds or less.
   - Upload a 1 Mb file as an attachment in 10 seconds or less.

b. For InSite, the ability of the component to open and display pages under each tab with an average time of 4 seconds or less.

c. For Granicus, the ability of the component to open the player and start the display of an

indexed video clip in 4 seconds or less.

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates. Unless City gives approval in advance in writing, Scheduled Downtime shall not include any time between the hours of 6AM and 9PM, Monday-Saturday, Central Standard Daylight Time.

"Service Level" means the service level metrics described in Section 4 of this Exhibit.

"Service Level Failure(s)" means whenever Daystar's actual level of performance for a particular Service Level with respect to any Hosted Software Component of the System, fails to meet the Expected Performance Level for the relevant Service Level.

"Steady State" means the period of time following a System Stabilization Period and ending at the next Major System Change.

"Slow" means that a Hosted Software Component fails to meet the Performance Standard repeatedly for at least an hour and the slowness is reproduced on at least three different City of Chicago PCs running no other applications at the time, provided the same PCs also meet the Internet Speed Standard during the time in question.

"System Availability" means the percentage determined in accordance with the following formula: [(Base Time Unscheduled Downtime)/(Base Time)] x 100. System Availability is separately applicable to each Hosted Software Component of the System; provided, however, that for purposes of calculating System Availability, Slow time shall be considered Unscheduled Downtime even though the Perforamce Credit for Slow will be calculated in accordance with Section 4.2.

"System Stabilization Period" means the seventy-two (72) hour window following the System Launch Date (as defined below) and following a Major System Change.

"System Launch Date" means the date on which the System's last Hosted Software Component is deployed according to Attachment 2 of Exhibit 1 to this Agreement.

"Unscheduled Downtime" means the time (in minutes) during which the System, or any Hosted Software Component is not operational during a Steady State (excluding "Scheduled Downtime" and time where the failure is caused by City's improper action, omission or failure with regard to an area for which City is responsible, such as database or other configuration or the Local Area Network) from the router connection at City's site to and through Daystar's hosting site.

1.2 Hosting Responsibility and Availability.

Daystar may modify the System provided that such modifications shall not diminish the capacity or quality of such environment or the quality of the System or the operation of the System within such environment.

publicly Available by removing the requirement for a password to access InSite.

2. Access and Security.

2.1 Security, Performance Evaluation and System Utilization.

For security, performance evaluation, and System utilization purposes, but subject to the provisions of the Confidentiality section of the Agreement, Daystar will monitor the City Users and their access to and use of the System and the related services provided by Daystar. Daystar will inform the City of any attempt by the City Users or any third party that Daystar discovers, to undermine the security or integrity of the System or to disrupt City's use of System or to gain unauthorized access.

2.2 Secure Environment.

Daystar shall provide and maintain a secure environment for the System and for City's Confidential Information (as defined in the Agreement), in accordance with standard industry security practices and the provisions of the Agreement. These security controls should, at a minimum, ensure the confidentiality, privacy, integrity, and availability of information and services processed via the System, including but not limited to the confidentiality, privacy, integrity, and availability of any City Confidential Information as specified in the Agreement. Daystar will monitor the System 24 hours per day, 7 days per week, 365 days per year for security breaches, violations, and suspicious (questionable) activity, which monitoring may be done electronically.

2.3 Notification.

Daystar will: (i) notify immediately, by email or phone to the City Clerk's Project Manager or his/her designee, upon knowledge of any security breaches or violations, and notify as soon as reasonably possible upon knowledge of suspicious (questionable) activity; and (ii) provide an ongoing, concerted effort to fix or patch the security problem. At City's request, Daystar shall disable any Hosted Software Component, or, if necessary, the System, until the security breach is resolved.

2.4 Cooperation

Daystar will cooperate in the event City chooses to conduct its own security vulnerability (penetration) testing on the hosted site, and City will compensate Daystar for the actual expenses it incurs as a result of its cooperation hereunder. This may include unannounced security penetration tests by electronic methods. City agrees to share vulnerability testing results with Daystar, provided, however, that any such test results shall be considered to be Confidential Information pursuant to the terms of the Agreement.

3. Service Level Standards.

For the InSite part of the Hosted Software Component, Daystar shall maintain a hosted website, located at the URL, chicago.legistar.com

Each Hosted Software Component of the System must be Available to City Users and, to the extent relevant, Public Users, 24 (twenty-four) hours per day, 7 (seven) days per week, 365 (three-hundred sixty-five) days per year. Except as stated in this section the design, configuration, content, appearance, and operation of the System shall be subject to City's reasonable review and approval.

Daystar shall be solely responsible for the development, maintenance, and operation of the System; with the exception of those operations that allow the City to provide configuration, administrative and other changes. Daystar may change the System to install improvements, fixes, and new features, by giving 7 (seven) days advance notice to the City, so long as the changes do not reduce or eliminate functionality. However, the City may waive this advance notice requirement at its discretion. Any changes that adversely affect the functionality of the System require the City's prior written approval, which shall not be unreasonably withheld or delayed. Daystar must notify the City of all changes affecting the System at all times including, but not limited to, any modification made to the System or Unscheduled Downtime. If Daystar fails to notify the City, once in a given month, of any change to the System or Unscheduled Downtime, then the City will put Daystar on a 30-day notice ("Notice Period") about Daystar's failure to complete its obligation. If Daystar fails to notify the City again during the Notice Period, of any change to the System or Unscheduled Downtime, then the City will deduct the equivalient of 25% of one month's Annual Maintenance and Service Agreement Payment ("Fee") for that System component which was affected without appropriate notice to the City, and such deduction which will be reflected in the following year's Fee due from the City. Additionally, if Daystar fails to notify the City, more than twice in a given Notice Period, of any change to the System or Unscheduled Downtime, the City will deduct the equivalent of 50% of one month's Fee for that System component which was affected without appropriate notice to the City, due to Daystar and such deduction which will be reflected in the following year's Fee. However, prior to the expiration or termination of the Agreement (whichever happens earlier), Daystar must reimburse the City, by check, of the total credits of a given year due to the City because of its failure to notify the City of any System changes or Unscheduled Downtime as these credits will not be applicable to the following year's Fee because of the termination or expiration of the Agreement. Daystar must provide notice, for purposes of this section, by email or phone to the City Clerk's Project Manager or his/her designee.

Daystar shall be solely responsible, at Daystar's expense, for acquiring, handling, maintaining, and executing any agreements for Internet access necessary to maintain System Availability, provided that the City shall be responsible for establishing its own Internet access for City's interaction with the System, and uploading and downloading of any City Data or other City content displayed on or submitted to the System.

Within three days following the City's acceptance and approval of the InSite Hosted Software Component of the System, Daystar shall make the InSite Hosted Software Component

3.1 Response Requirements.

Daystar shall provide appropriate access ensuring an active link between the Internet and the System, with the quality and bandwidth usual and customary in the industry for similar use. Daystar shall ensure that the Hosted Software Components and the functionality of the System are Available to the City Users and Public Users, 7 (seven) days per week, 24 (twenty-four) hours per day, 365 (three-hundred sixty-five) days per year. Daystar will maintain adequate staff, facilities, and equipment to provide the System in a timely manner and support the use of the System by the City Users.

Daystar will maintain daily logs containing an entry for every requested hyperlink for the InSite web-based Hosted Software Component of the System and for major entries for the Legistar and Granicus Hosted Software Component of the System, such as additions, deletions, and activity related to security. Since the Legistar Component of the System is a hosted Windows application, a log of requested hyperlinks cannot be provided. However, Daystar will work with the City to try to customize and maintain City manager's reports that compile log information, through Legistar, to show processing times for City Users.

3.2 Website Environment.

Daystar will provide the following logical configuration and physical security:

a) Logical:

1) Database Server(s) (RAID)
2) Web Server(s) (RAID)
3) Redundant Nokia (or equivalent) Firewalls.
4) Access via the use of Redundant connections.
5) Redundant Big IPFS (or equivalent) Load Balancers
6) Stackable Switched Networks
7) Anti Virus Protection
8) Intrusion Detection Software
9) Internal and External Monitoring of Hosted Site Availability
10) 7x24 Response for hosted site availability problems
11) Redundant ISPs

b) Physical Security:

1) Disaster Recovery Site.
2) Off-site Backup Storage in Third Party "Vault"
3) Environmentally Controlled Server Room Environment
4) Raised Floors in Server Room
5) 40 KW Redundant Uninterrupted Power Supplies (UPS); to handle power outages of at least one hour.
6) 300 KW Backup Generator
7) Independent 24x7 Dedicated Physical Security System for Server Room as provided by Data Center.

8) Independent 24x7 Dedicated Physical Security System for Daystar Facility as provided by Data Center
9) Two stage Fire Suppression System
10) System Management Nightly, including Backups
11) Limited Personnel Access to Server Room
12) Six-month Business Continuation Insurance To Setup Business Operations In the Event of a Disaster

3.3 Monitoring, Reports; Root Cause Analysis

3.3.1 Monitoring.

Daystar shall implement measurement and monitoring tools and produce the metrics and reports necessary to measure each Hosted Software Component's performance against the Service Levels. Upon City's request within thirty (30) days of the applicable month end, and at no additional charge to City, Daystar shall provide City or its designees with information regarding the tools and procedures used to produce such metrics.

3.3.2 Reports.

Commencing upon the System Launch Date and continuing throughout the term, Daystar shall report to City the performance of each Hosted Software Component against each Service Level on a monthly basis, along with detailed supporting information, including a detailed breakdown of the availability of each Hosted Software Component. Daystar shall provide the standard monthly Service Level reports and supporting information to City no later than five business days after the end of the preceding month. As part of such reports, Daystar shall notify City of any (i) Service Level Failures, and (ii) Performance Credits to which City becomes entitled substantially in a form marked as "Daystar Performance Service Credits for the City of Chicago" attached to this Exhibit as "Attachment A" and made a part of this Agreement.

3.3.3 Root Cause Analysis.

Daystar shall perform a root cause analysis for all failures to meet the Service Levels.

4. Service Levels

This section sets forth qualitative descriptions of the Service Levels and the numerical Expected Performance Levels associated with each Service Level.

4.1 System Availability Metric.

Service Level	Expected Performance Level	Measurement Period	Monthly Performance Credit (as percent of Fee for the Applicable Month)
System Availability	99.5 % 24 hours a day, 365 days a year	Monthly	≥99.5% = 0% <99.5% - ≥99.25% = 5% <99.25% - ≥98% = 15% <98% = 20%

4.2 Response Time.

If, at any time, a Hosted Software Component of the System, is operational, but is Slow, then the City may, declare the Hosted Software Component to be Slow. Slowness in one Hosted Software Component does not apply to other Components. The City's Project Manager or his/her designee will notify Daystar promptly, via phone or email, of the situation. After the City's Project Manager or his/her designee notifies Daystar that a Hosted Software Component to be Slow, Daystar will take whatever measures it reasonably deems necessary to repair the issue and bring the component back in to service, including a System reboot. The credit for any Hosted Software Component being declared Slow shall be twenty-five percent (25%) of the Performance Credit. Slowness begins upon Daystar's receipt of notice from the City.

4.3 Single Point of Contact; Escalation Procedures.

Daystar shall serve as the single point of contact for all System issues, whether or not such issues arise out of third party products or services. Daystar shall escalate System issues to its subcontractors for resolution as necessary. However, Daystar shall remain responsible for performing the Services and maintaining the System in accordance with the Service Levels and specifications of the Agreement.

Daystar shall be available 24 hours a day, 7 days a week, 365 days a year (366 days during a leap year) to perform maintenance Services. City may contact Daystar at the numbers provided by Daystar from time to time to City. Daystar shall update City periodically of changes to such list of contacts. In the event City desires to escalate any Service Level related issues within Daystar's organization, City may escalate such issues to the Daystar Team .

4.4 Payment/Issuance of Performance Credits.

4.4.1 Payment/Issuance of Credit Memos.

Daystar shall issue and deliver to City a credit for the total amount of Performance

Credits that Daystar is obligated to issue to City, based on the formula of System Availability specified under Section 1.1, with respect to Service Level Failures occurring in a given Measurement Period in conjunction with the invoice for the applicable Fee for the month immediately following such Measurement Period. Daystar must submit to the City Attachment A (Daystar Performance Service Credits for the City of Chicago) on a monthly basis for City's review and approval. Upon City's approval of all monthly Performance Credit reports of a given year, Daystar must apply such Performance Credits to the following year's Fee due from the City. The City will offset such annual Performance Credits, due from Daystar, from its next year's Fee and pay Daystar the remainder of Fee. However, prior to the expiration or termination of the Agreement (whichever happens earlier), Daystar must reimburse the City, by check, of the total monthly Performance Credits of that given year which are due to the City and can not be applied to the following year's Fee because of the termination or expiration of the Agreement.

4.4.2 System Stabilization Period.

Commencing upon the System Launch Date and continuing throughout the term of the Agreement, Contractor shall perform its obligations hereunder in compliance with the Service Levels; provided that City shall not be entitled to Performance Credits for Service Level Failures for a 72 hour period after a Major System Change.

5. Rights and Restrictions

All rights not expressly granted to City are reserved by Daystar. City may not license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the underlying intellectual property.

6. Account Information and Data

Daystar does not own any City Data. City, not Daystar, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all City Data. Daystar shall not be responsible or liable for the deletion, destruction, damage, or loss of any City Data caused by City Users of the Service or other reasons beyond the control of Daystar.

7. **City Responsibilities.**

Either party must notify the other immediately of any known violations of laws by either parties relating to the System or any unauthorized use of any password or account or any other known or suspected breach of security; and use reasonable efforts to immediately stop any known or suspected copying or distribution of content.

8. ~~8.~~ **Non-Exclusive Remedy.**

Daystar acknowledges and agrees that the Performance Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in lieu of any other rights and remedies City has under the Agreement, at law or in equity.

ATTACHMENT A

Daystar Service Level Credits for the City of Chicago for the Month of	September	2010

Report Month	9	Guaranteed Service Level Minimums			
Report Month	September	Performance %	99.50%	99.25%	98.00%
Days/Month	30	Minimum Mins.	42,984	42,876	42,336
Minutes/Month	43,200	Outage Limit	216	324	864

	Annual	Monthly	5%	15%	25%	Downtime	Credit Due
Legistar Fee	$37,675	$3,140	$157	$471	$785	180	$0
InSite Fee	$18,000	$1,500	$75	$225	$375	210	$0
Granicus Fee	$26,000	$2,167	$108	$325	$542	900	$542
Total Fees	$81,675	$6,806	Total Downtime Credits for September				$542

	Annual	Monthly	5%	15%	20%	Slowtime	Credit Due
Legistar Fee	$37,675	$3,140	$157	$471	$785	60	$0
InSite Fee	$18,000	$1,500	$75	$225	$375	400	$56
Granicus Fee	$26,000	$2,167	$108	$325	$542	240	$27
Total Fees	$81,675	$6,806	Total Slowtime Credits for September				$83

Total Service Level Credits due to the City for the month of September	$625

Daystar Authorization

Printed Name & Title: _____ **Title:** _____

Authorizing Signature: _____ **Date:** _____

City Acceptance

Printed Name & Title: _____ **Title:** _____

Acceptance Signature: _____ **Date:** _____

EXHIBIT 9

CITY OF CHICAGO TRAVEL GUIDELINES

CITY OF CHICAGO TRAVEL GUIDELINES

1. City of Chicago Travel Policy

The City of Chicago Travel Guidelines are issued by:

City of Chicago
Office of Budget and Management
City Hall, Room 604
121 North LaSalle
Chicago, Illinois 60602

Effective April 2008

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties

2. General Approval
   a. General Requirements

   The City recognizes the following activities as appropriate for travel purposes:

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

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

b. Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM. City of Chicago

c. Travel Approval Procedure
- All travel arrangements are to be secured through the City's designated travel management agency—Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

d. Travel Outside the Continental United States
- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

3. Reimbursable Travel Expenses

a. Business Related Expenses
- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
  - Photocopying
  - Sending or receiving faxes
  - Express mail services
  - Internet connections
- Original receipts must be provided for reimbursement.

b. Transportation
- **City-owned Vehicles**
  - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard "per mile" reimbursement.

- Original receipts must be provided for all expenses.
- Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.

- **Personal Vehicles**
  - Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
    - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
    - "Per mile" reimbursement includes the cost of gas, oil and general maintenance.
    - Parking and toll expenses will be reimbursed separately with original receipts.
    - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
    - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.

- **Car Rental**
  - Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
  - Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
  - The compact car rental rate will be reimbursed unless the need for a larger car can be justified.
  - Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
  - Only one car rental will be allowed per trip.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
  - Original receipts are required for reimbursement.

- **Common Carrier** (Air, Train, Bus)
  - To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
  - First-class travel is prohibited.
  - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
  - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
  - The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is $500 and lodging for that Saturday and Sunday totals $300, employees have the option of the Saturday night stay. The following applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:
  - Supporting documentation comparing airfares is needed to approve Saturday night stay options.
  - Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
  - Meals (per diem) are reimbursable at the appropriate rate.

- **Ground Transportation** (Taxis, Public Transportation, Limousine Service)
  - Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
  - Public transportation is encouraged.
  - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
  - Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
  - Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
  - Gratuity for ground transportation is the sole responsibility of the traveler.
  - Original receipts are required for reimbursement.

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

d. Lodging
- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" (page 14) section of this policy, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
- Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- Original receipts are required for reimbursement.

e. Meals
- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
- If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area.

f. Telephone Calls
- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- Employees are allowed up to twenty (20) minutes (no more than $5.00) for reimbursable personal phone calls per day while traveling on City business.
- Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of $10 per day.
- When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
- Original receipts are required for reimbursement.

g. Additional Expenses

- Original receipts are required to claim reimbursement for incidental expenses not listed above.
- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (see p. 14)section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).

h. Travel Expense Advances
- Cash advances are not allowed.

i. Conference Registration Fees -
- Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

j. Travel by City of Chicago Consultants or Contractors
- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred, not any flat per diem.
- Travel by City employees to consultant's location prior to approved contract is prohibited.

k. Non-Reimbursable Travel Expenses
Non-reimbursable expenses include, but are not limited to, the following:
- Additional charges for room upgrades or special "club" floors.
- Alcoholic beverages
- Coat check services
- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

4. Travel Reimbursement Rates

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

Travel Reimbursement Rates

	Group I Cities	Group II Cities	Group III Cities	Group IV Cities
	Boston, MA New York City and metro areas Los Angeles, CA Miami, FL San Francisco, CA Washington, DC and metro areas	Atlanta, GA Chicago, IL Houston, TX Philadelphia, PA San Jose, CA	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Memphis, TN Milwaukee, WI Minneapolis/St Paul, MN Nashville, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI Pittsburgh, PA St Louis, MO Springfield, IL**
GROUND TRANSPORTATION Including parking at point of departure	$55	$50	$40	$30
TRANSPORTATION				
AIR:	Coach	Coach	Coach	Coach
BUS:	Economy	Economy	Economy	Economy
RAIL:	Economy	Economy	Economy	Economy
PERSONAL CAR:*	$.55/mile	$.55/mile	$.55/mile	$.55/mile
LODGING Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.	$250.00	$225.00	$150.00	$125.00
PER DIEM Including tax and gratuity	$64	$59	$54	$49

** Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2009 rate is listed.*

*** When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.*

TRAVEL REQUEST FORM

Name: _____	Department: _____
Purpose of Travel: _____	Bureau/Division: _____
_____	Destination: _____
Funding Code: _____	Departure Date: _____
If more than one funding code is to be used specify amount charge to each.	Return Date: _____

TRAVEL EXPENSE ESTIMATE

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

Estimated Expense:	Transportation $_____
	Meals:
	_____ Days @ _____ per day $_____
	Lodging:
	_____ Days @ _____ per day $_____
	Registration (Acct. 0169) $_____
Other Expenses (please list):	
	_____ $_____
	_____ $_____
	_____ $_____
	TOTAL ESTIMATE $_____

I have reviewed this Travel Request, and find:

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

Traveler: _____	Date: _____
Department Head: _____	Date: _____
OBM Analyst: _____	Date: _____
OBM Director: _____	Date: _____
Chief of Staff*: _____	Date: _____
* when applicable	

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

TRAVEL EXPENSE STATEMENT
Department Submit to Comptroller's Audit Section

Employee:	Phone:	Employee Title:
Contact:	Phone:	Travel Dates: From To
Dept:	Purpose of Trip:	
Funding Code:		

	Transportation									
Date	Personal Auto Common Carrier	Rental Vehicles	Ground Transp.	Common Carrier (Air, Train)	Parking & Tolls	Room & Taxes	Meals	Telephone	Misc.*	Total Expenses
						Subtotal (0245)				
						Registration Fee (0169)				

* Explanation of Miscellaneous Expenses

Total Expenses	
Less Advance	
Less Prepaid Expenses	
Balance Due City	
Balance Due Employee	

I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original.

Employee Signature _____ Date _____

Approving Finance Director or Designee _____ Date _____

EXHIBIT 10

CITY OF CHICAGO INFORMATION SECURITY POLICY

City of Chicago

Information Security Policy

Hardik Bhatt
Chief Information Officer

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I. Introduction

A. The City of Chicago (City) intends to manage its information technology and information assets to maximize their efficient, effective, and secure use in support of the City's business and its constituents.

B. This document, the Information Security Policy (Policy), defines the governing principles for the secure operation and management of the information technology used, administered, and/or maintained by the City and for the protection of the City's information assets.

C. Violations of the City's Information Security Policy must be reported to Department Management or the Department of Innovation and Technology's (DoIT) Chief Information Officer.

II. Purpose

A. To define the responsibilities of the City's officers, employees, agents, departments, commissions, boards, offices, and agencies with respect to appropriate use and protection of the City's information assets and technology.

B. To ensure that the City's information assets and technology are secure from unauthorized access, misuse, degradation, or destruction.

III. Scope

A. This Information Security Policy applies to the City of Chicago, its departments, commissions, boards, offices, and agencies, and all officers, employees, temporary employees, interns, vendors, consultants, contractors and agents thereof--collectively referred to as "User(s)". The principles set forth in this Policy are applicable to all information technology and assets, in all formats, used by the City.

B. This Policy does not create any rights, constitute a contract, or contain the terms of any employment contract or other contract between the City of Chicago, any employee or applicant for employment, or any other person. Rather, this Policy details certain purposes, procedures, guidelines, responsibilities, and other matters the City of Chicago deems relevant to its management of information assets. The City reserves the right to amend this Policy or any part or provision of it.

IV. Definitions

Please familiarize yourself with the definitions in appendix A as part of your understanding of this

Information Security Policy.

V. Organizing Information Security

A. Information Security Co-ordination

The Department of Innovation and Technology is responsible for designing, implementing and maintaining a City-wide information security program--in conjunction with other departments--and for assisting all City departments, agencies, offices, boards, and commissions in implementing and maintaining information management practices at their respective locations.

B. Allocation of information security responsibilities

The City's Chief Information Officer (CIO) is responsible for overall security of information assets and technology at the City. The CIO may delegate specific responsibilities related to information security to others within the City based on their job function.

C. Confidentiality Agreements

Employees, consultants, or contractors who use the City's information technology are required to read, understand, and agree to the City's Confidentiality and Acceptable Use Agreement regarding their responsibilities and conduct related to the protection of the City's information assets and technology.

D. Third Parties

The City often utilizes third parties in support of delivering business services. When, as a result, these arrangements extend the City's information technology enterprise or business processes into the third parties' computing environments—for example, in cases of Application Service Providers (ASPs)—the third parties must abide by this Policy, as applicable, unless specific additional provisions have been established through contractual agreements.

VI. Asset Management

A. Information Classification

The City's information, whether in electronic or physical form, can be categorized into three classifications. Due care must be taken to protect the City's information assets in accordance

with the three classifications, as described within this Policy.

1. Confidential – Sensitive personally identifiable information (PII) used for business purposes within the City which, if disclosed through unauthorized means, could adversely affect the City's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under the Illinois Freedom of Information Act (FOIA), information protected from disclosure under the federal Health Insurance Portability and Accountability Act (HIPAA), other personnel information including Social Security numbers, and personal financial information including credit card data protected by the Payment Card Industry's Digital Security Standard (PCI DSS).

2. Internal – Information related to the City's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the City. Examples include: strategic plans, vendors' proprietary information, responses to Requests for Proposals (RFPs), information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. Other information related to the City's information technology that is considered Internal includes dial-up modem phone numbers and access point Internet Protocol (IP) addresses.

3. Public – Information intended for unrestricted public disclosure in the course of the City's business. Examples include: press releases, public marketing materials, and employment advertisements.

B. Responsibility for Assets

1. Ownership of Assets

All information stored and processed over the City's technology systems is the property of the City. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws of the United States and, where applicable, foreign laws.

2. Acceptable and Unacceptable Use of Assets

a. To effectively conduct the City's business and operations, the City makes available to authorized employees and third parties various information technology resources, including e-mail, the City's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with Users' job functions and responsibilities, with limited personal use

permitted only in accordance with the City's Ethics Ordinance, personnel rules, this policy, and other applicable City policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the City, consumes excessive time, or violates departmental policy. The privilege of limited personal use may be revoked or limited at any time by the City or department officials.

b. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other City-provided computer facilities. Users are responsible for the activities performed by and associated with the accounts assigned to them by the City.

c. No User may use City-provided Internet or Intranet access or the City's Confidential or Internal information to solicit or conduct any personal commercial activity or for personal gain or profit or non-City approved solicitation.

d. Users must not make statements on behalf of the City or disclose Confidential or Internal City information unless expressly authorized in writing by their Department Management. This includes Internet postings, or bulletin boards, news groups, chat rooms, or instant messaging.

e. Users must protect Confidential or Internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. Confidential information such as Social Security numbers, credit card numbers, and electronic Protected Health Information (ePHI) must be transmitted using encryption software.

f. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the User's Department Management.

g. Users must not install software on the City's network and computer resources without prior express written permission from the Department of Innovation and Technology. Person-to-person (P2P) applications, Voice over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the City and their unauthorized use is strictly prohibited. City business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit approval from the Department of Innovation and Technology.

h. Users must not copy, alter, modify, disassemble, or reverse engineer the City's authorized software or other intellectual property in violation of licenses provided to or by the City. Additionally, Users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts.

i. Users must not access the Internet, the Intranet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:

   i. interferes with official City business;

   ii. is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;

   iii. is deemed by the City to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;

   iv. impersonates a person (living or dead), organization, business, or other entity;

   v. enables or constitutes gaming, wagering or gambling of any kind;

   vi. promotes or participates in unauthorized fundraisers;

   vii. promotes or participates in partisan political activities;

   viii. promotes or participates in unauthorized advertising of City projects and any advertising of private projects;

   ix. compromises or degrades the performance, security, or integrity of the City's technology resources and information assets;

   x. contains a virus, logic bomb, or malicious code;

   xi. constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service.

VII. Human Resources Security

A. Prior to Employment

All employees, consultants, and contractors who use of the City's information technology as part of their job function are required to sign the City's Confidentiality and Acceptable Use Agreement.

B. During Employment

1. Information Security Awareness, Education, and Training

Security Awareness begins during the hiring process and it is the responsibility of the

User to remain aware of current security policies. The City's Intranet site contains the City's Security Policies as well as educational materials such as the "Security First" presentation. Users should read the Security Reminders that are periodically distributed by email. Users must also respond to the Information Security Notice that is displayed while logging on to City related systems.

2. Disciplinary Process

Any violation of this Policy, or any Part or provision hereof, may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

C. Termination or Change of Employment

1. Return of Assets

When a User leaves the City, all Information Assets remain the property of the City. A User must not take away such information or take away a copy of such information when he or she leaves the City without the prior express written permission of the City.

2. Removal of Access Rights

Upon termination of an employee or vendor, the person who requested access to technology resources must request the termination of that access using the City's access request procedure. In the event that the requestor is not available, the responsibility is placed upon the manager of the employee or vendor. The City may automatically disable or delete accounts where termination is suspected even if formal notification was by-passed.

VIII. Communications and Operations Management

A. Protection Against Malicious Code

1. It is the City's policy to conduct virus scanning of its technology resources to protect them from the threat of malicious code. The City will intercept and/or quarantine any networking and computer resource that poses a virus threat to its information assets.

2. All servers and workstations (networked and standalone) must have the City's approved antivirus protection software installed, properly configured, and functioning at all times. Additionally, systems that have not been issued by the City but that use the City's network must also be protected by antivirus software.

3. All incoming and outgoing e-mails must be scanned for viruses.

4. Users are responsible for ensuring that software, files, and data downloaded onto the City's workstations are properly scanned for viruses.
5. Users must conduct virus scans on all external media received or used by the City.
6. Users must ensure that all workstations (networked and standalone) have the most current antivirus signature files loaded.

B. Back-Up

1. The City will perform regular backups of User files stored on the City's file servers and storage media that are centrally managed by the Department of Innovation and Technology. This process will be coordinated in conjunction with the City's User departments based on their individual business needs.
2. The City will not back up multimedia files in formats including, but not limited to, .mp3, m4a, m4p .avi and .mov.

C. Media Handling

1. Disposal of Media

   Except as otherwise provided by law or court order, electronic information maintained in a department's office will be destroyed by department staff or the Department of Innovation and Technology when the retention period expires, in compliance with the City's implementation of the State of Illinois Local Records Act.

D. Monitoring

1. Monitoring System Use

   a. Users should have no expectation of privacy in their use of Internet services provided by the City. The City reserves the right to monitor for unauthorized activity the information sent, received, processed or stored on City-provided network and computer resources, without the consent of the creator(s) or recipient(s). This includes use of the Internet as well as the City's e-mail and instant messaging systems.

   b. All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer

systems must obtain written approval from the Department of Innovation and Technology to monitor User activity.

2. Clock Synchronization

All server clocks must be synchronized in a manner approved by the Department of Innovation and Technology in order to provide for timely administration and accurate auditing of systems.

IX. Access Control

A. User Access Management

1. User Account Management

a. Access to Confidential and Internal data must be made using a formal Access Request Form.

b. User accounts that have not been used for 90 days may be disabled without warning. After 180 days of inactivity, these accounts may be deleted without warning.

c. Departments must use the access request process to notify the Department of Innovation and Technology of a change in employment status (such as when a User takes a leave of absence, transfers departments, or is terminated). The account of a User on a leave of absence can be retained, suspended, or deleted at the discretion of the User's department.

B. User Responsibilities

1. Password Use

a. All e-mail, network, domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.

b. Mobile devices must be password protected; this includes but is not limited to personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops.

c. Passwords used on the City's systems and on non-City systems that are authorized for use must have the following characteristics unless otherwise approved by the Department of Innovation and Technology:

i. Passwords must be a minimum of 8 characters in length;

ii. Passwords must contain both alphabetic and numeric characters;

iii. Passwords must not be the same as the username;

iv. Passwords must not contain proper names or words taken from a dictionary;

v. Passwords must be changed at minimum every 90 days; and,

vi. Passwords used for production systems must not be the same as those used for corresponding non-production system such as the password used during training.

d. Passwords must not be disclosed to anyone. All passwords are to be treated as Confidential information.

2. Screen Savers

Use of password-protected screen savers is recommended to prohibit unauthorized system access. Screen savers should initiate after 10 minutes of inactivity. Password-protected screen savers are required on workstations that access Confidential information such as electronic Protected Health Information. Password-protected screen savers are also required on workstations that access Internal information if the workstation is not in an area that has restricted access.

C. Mobile Computing and Remote Access

1. Laptops, off-site computers, and mobile media that contain Confidential information must be encrypted using an encryption technique approved by the Department of Innovation and Technology. Mobile media that contain Internal information must be protected using an encryption technique approved by the Department of Innovation and Technology, a strong logon password, or restricted physical access in order to protect the data. Examples of mobile media include flash drives, DVDs, CDs, and external hard drives.

2. Personal media devices (for example, MP3 players such as iPods) must not be used as peripheral devices on City-issued workstations.

3. Remote access is provided by the City as an information conduit to assist in the accomplishment of municipal duties and goals. Any other use is strictly prohibited. Requests for remote access must have a valid business reason and be approved by the Department of Innovation and Technology.

4. All remote access connections must be through a secure, centrally administered point of entry approved by the City. Authorized remote access connections must be properly configured and secured according to City-approved standards including the City's password policy. All remote desktop protocol implementations must be authorized by the

Department of Innovation and Technology. Remote access through unapproved entry points will be terminated when discovered.

5. Non-City owned computer equipment used for remote access must be approved and must also comply with the City's standards. The City will not be responsible for maintenance, repair, upgrades or other support of non-City owned computer equipment used to access the City's network and computer resources through remote access services.

6. Users who utilize workstations that are shared with individuals who have not signed a Confidentiality Agreement with the City must ensure that the City's data is removed or deleted after each use.

X. Information Security Incident Management

A. Reporting Information Security Events and Weaknesses

1. Violations of the City's Information Security Policy or any or all parts or provisions of this Policy must be reported to Department Management or to the Department of Innovation and Technology.

2. Users must ensure that a Help Desk representative is notified immediately whenever a security incident occurs. Examples of security incidents include a virus outbreak, defacement of a website, interception of email, blocking of firewall ports, and theft of physical files or documents.

3. All reports of alleged violations of this Policy, or any part or provision hereof, will be investigated by the appropriate authority. During the course of an investigation, access privileges may be suspended.

XI. Compliance

A. Compliance with Legal Requirements

1. Intellectual Property Rights

   a. Intellectual Property that is created for the City by its employees is property of the City unless otherwise agreed upon by means of third party agreements or contracts.

   b. No User may transmit to, or disseminate from, the Internet any material that is protected by copyright, patent, trademark, service mark, or trade secret, unless such disclosure is properly authorized and bears the appropriate notations.

2. Prevention of Misuse of Information Processing Facilities

Users are prohibited from using the City's processing facilities—including data centers, network cabinets or closets, and other facilities housing the City's technology equipment--in any way that violates this Policy, and federal, state, or municipal law, including, but not limited to, the City's Municipal Code and Personnel Rules.

3. Compliance with Relevant Laws and Regulations

   By virtue of the City's services to its constituents and the nature of its legal status, the City is covered by certain laws and regulations dealing with security and privacy of information, most notably the Illinois Personal Information Protection Act (PIPA), the Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry's Digital Security Standard (PCI DSS). These laws and regulations, in some circumstances, may require additional safeguards for protection the City's information beyond the stipulations of this Policy. (For example, when accessing credit/debit cardholder data remotely, it is never to be stored on local hard drives, floppy disks, or external media. Furthermore, cut-and-paste and print functions are prohibited during remote access sessions.) Accordingly, Users with access to Protected Health Information (PHI) must abide by HIPAA and Users with access to credit/debit card information must abide by PCI, as applicable.

4. Compliance with Security Policies and Standards

   All Users must read and sign the City's Compliance and Acceptable Use Agreement prior to being authorized to access the City's information technology and information assets.

Appendix A – Common Terms and Definitions

1. **Computer Resources** - All related peripherals, components, disk space, system memory and other items necessary to run computer systems.

2. **Credit Card Data** - The Primary Account Number (PAN), Card Verification Value (CVV--the 3-4 digit code on the signature block on the back of a Credit Card), track data (the data read directly from the magnetic stripe of a Credit Card) and PIN Block data (also read from the magnetic stripe). The PCI DSS can be found at https://www.pcisecuritystandards.org.

3. **Department Management** - A supervisor, manager, director, commissioner, or other officer or employee of the City designated by a City agency, board, commission, department, or office to be responsible for implementation of this Policy by his/her City agency, board, commission, department, or office.

4. **Electronic Mail (E-mail)** - The transmission of messages through electronic means in a body or attachment using the City's network or other information technology.

5. **Information Assets** - Information and data created, developed, processed, or stored by the City that has value to the City's business or operations.

6. **Information Technology** or **Network and Computer Resources** - Computer hardware and software, network hardware and software, e-mail, voice mail, video conferencing, facsimile transmission, telephone, remote access services, printers, copiers, and all other printed and electronic media.

7. **Intranet** - The suite of browser-based applications and HTML pages that are available for use only with access to the City's internal network.

8. **Internet** - The worldwide 'network of networks' connected to each other using the IP protocol and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, e-mail, instant messaging, file transfers, file uploads, file downloads, news, and other services.

9. **Internet Services** – Any service in which its primary means of communication is the Internet. For example e-mail, web browsing and file transfers.

10. **Mobile Computing Devices** – Mobile devices and Mobile media. Mobile data processing devices are used as business productivity tools. Examples include: laptops, personal digital assistants (PDAs), smart phones, handhelds (e.g. Blackberries), and off-site desktops. Mobile media are devices typically used to transport data. Examples include: flash drives, DVDs, CDs, and external hard drives.

11. **Network** - The linking of multiple computers or computer systems over wired or wireless connections.

12. **P2P** – Peer-to-Peer network. A network where nodes simultaneously function as both "clients" and "servers" to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire, If a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.

13. **Protected Health Information** – Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.

14. **Remote Access Services** – A service that enables off-site access to the City information technology and assets. Examples include the City's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.

15. **Security Incident** – An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.

16. **User(s)** – The City's departments, commissions, boards, offices, officers, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the City's information assets and technology.

17. **World Wide Web (WWW)** – Browser-based applications and HTML pages that are available for access and use across the Internet.

Appendix B – Change Control

Version Number	Date of Change	Authors	Description Change
1.0	9/2004	Unknown	Original Document
2.0	01/2006	Unknown	Changed version and day on page 7, added the sentence that begins with "Passwords must not be shared..." on page 14, removed potential implication that passwords may be shared with authorization on page 14.
3.0	10/2007	BIS	The Information Management Policy V 2 was modified and renamed to Information Security Policy V 3. Information Management Policy and Information Security Policy are used as synonyms within the City of Chicago. In Version 3, there have been numerous document updates including re-arrangement of content and removal of duplicate or outdated language. Version 3 is the official policy used by BIS as of 10/2007.
3.1	01/2008	DoIT	Changed BIS references to DoIT.
3.2	01/2008	DoIT	Minor corrections (spelling etc).
3.3	01/2008	DoIT	Edited VI B 2 a and i for Internet Acceptable Use and small format changes including TOC.
3.4	01/2008	DoIT	Removed newsgroup and mail list blanket constraint.
3.5	01/2008	DoIT	General cleanup and removed reference to raffles.
4	02/2008	DoIT	Citywide Review Completed. Only small format change was made.

EXHIBIT 11

CITY OF CHICAGO APPLICATION SECURITY POLICY

City of Chicago

Innovation and Technology

Application Security Policy

Hardik Bhatt
Chief Information Officer

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Application Security Policy
Revisions

Author/Editor	Description	Date	Revision	Approved By
Jonathan Villa	Initial Version	02/23/2007	1.0	tav
Thomas Vari	Removed reference to Clinton. Renamed from Web Application Security Policy to Application Security Policy. Referred to Information Security Standards in the Data Classification Section.	10/31/07	1.1	tav
Thomas Vari	Changed BIS to DoIT	01/11/08	1.2	tav
Thomas Vari	Added Brandon	02/15/08	1.3	tav

Introduction

The purpose of this appendix is to provide a reference for developers working on City of Chicago Application projects. This appendix will not provide the details required to exploit any particular vulnerability but rather insight into the concepts needed to defend against these attacks. Furthermore, the information contained in this appendix assists the City of Chicago in ensuring the confidentiality, integrity, and availability of its information systems and data. Some examples include:

- Confidentiality – protecting administrative data that has been made available on the web as well as citizen data in transmission and storage;
- Integrity – users of an application's administrative interface continue to see valid and useful data;
- Availability – avoiding database crashes due to web based buffer overflow attacks or storage or performance issues due to automated attacks.

The information in this appendix is designed to protect against both isolated events—as in the case of XSS and SQL Injection—as well as designed to work as part of a larger strategy to defend against Application reconnaissance that is a requirement for an attacker. For example, information gathered from the errors generated by one project may allow an attacker to compromise another application.

This appendix will be updated as new vulnerabilities are discovered and more practical ways of defense can be implemented, for example when vendors release patches that assist in the defense of Applications allowing the web administration team to implement the fix across the enterprise environment.

Purpose

The information technology industry has established several standards in regard to securing private information including patient data, personal information, and payment cards information. The City of Chicago conforms to these requirements and standards as described in the Illinois Personal Information Act, HIPAA privacy and security rules, and the Payment Card Industry Data Security Standard.

Data Classification

All data must be classified as Confidential, Internal, or Public as defined in the City of Chicago's Information Security Policy which is posted on the City's Intranet Site.

General Concerns

The following is a dynamic list of common web based attacks as well as points of interest for attackers and malicious users. This list will be updated as needed.

SQL Injection

SQL Injection is an attack made against a database by means of an application or any other program where dynamic SQL is used by modifying the parameters in order to change SQL statements. This can range from returning data to dropping tables or altering a table structure. Modern enterprise databases and frameworks have taken steps to guard against these attacks however a defense in depth approach is preferred.

Care must be taken to ensure that data transmitted as what often times are assumed to be *nothing more than* Strings or *pure data* are not found to contain metacharacters that may have adverse affects once processed. In order to ensure this, developers should convert any metacharacters contained within a String into their appropriate character entity. Reference: Character entity references.

A popular method used by an attacker to begin a SQL injection attack is to produce an error message by passing invalid data to a form. If a proper error reporting system has not been implemented within the application, an attacker may gain access to table or column names or database versioning information.

Cross Site Scripting

Cross Site Scripting (XSS) is an attack against the integrity of an application as the main target is the end user. If an application is vulnerable and an end user is victimized, the integrity or reliability of the application—and perhaps applications in the same environment—comes into question. XSS is typically used to steal session information and then contact the site on behalf of the victim. This can have adverse effects when the end users data contains personal or financial information.

An application becomes vulnerable when it lacks proper output filtering. However, properly handling the data during input will help safeguard against this attack.

Example to test for XSS:

1. User enters in the characters "><script>alert('test')</script> into the name field on a form and submits the page.
2. Some other validation fails and the user is presented with the same form and data.
3. The first two characters, "> will be interpreted by the web browser and will close out the name field's value and generate a JavaScript alert.
    i. <input type="text" name="" value=""><script>alert('test')</script>">

If the data was filtered, the value of the field would be value="&quote;>alert `(&quote;test &quote;)</script>`". This would be rendered after the web browser has completed interpreting the markup language. Otherwise, when not filtered, the first two characters will be interpreted by the web browser as markup language.

Unhandled Exceptions

Every effort must be made to avoid displaying any information relating to source code, database connections, City of Chicago package naming structures (org.cityofchicago.dept.webapp), etc. This

aligns with our defense against Application reconnaissance. Errors printed to the browser may contain database or table names, a hint of database credentials, or other information. Every error should be caught and a DoIT approved system error page displayed.

Errors may also reveal versioning information regarding libraries, server versions, etc. and may be recorded for later user when that resource has been to be vulnerable.

Comments

Pages that are displayed to the user should contain a very minimal set of comments. Comments can reveal usernames or emails of developers as well as old functionality that is no longer needed and only provides the attacker with more tools for reconnaissance. Comments should be kept to indicating very basic HTML structural information and should not inform about loops, conditionals, or included files.

Validation

In a security best case scenario, validation of user input would be performed on the server. There is a debate about performance in this area where administrators prefer to avoid making repeating calls to the application server to validate user input. Developers have opted to introduce client-side validation using JavaScript to avoid these repeated calls.

JavaScript—while great for enhancing the user experience—has now been called to help the server rather than user. The security aspect of validating user data has now been pushed onto the client where the application and its security layer have lost control. A malicious user can easily utilize a proxy server to bypass any client-side validation. Often times an application is relying on the client-side validation process and when not performed, may cause an unhandled exception to occur. This may provide the malicious user with information to be used later in an attack.

Developers should **always** implement a defense in depth approach when validating user input, i.e. **always** validate the user input on the server as well. If possible, avoid using client-side validation which is quickly becoming a security standard.

Forms

Form fields should have maximum length values corresponding to the limit defined in the database. Setting the appropriate maximum length values will assist in defending against web based buffer overflow attacks as well as displaying database or application information in the event of an unhandled exception, e.g. *"value too large for column"*.

Form names should be unique, i.e. they should not contain the exact name of the database column. For example, if the database column used to store a person's first name is firstName, then the form field for first name should not be firstName but rather something unique such as deptFirstName.

While developers may not always have control over the names of the form fields, this approach should be used whenever possible.

Invalid data should always be treated as invalid data. Trying to convert the data into valid data may cause unexpected results. Developers should always ensure that the data being supplied by the client/end user is valid.

When validating data, a whitelist approach should be implemented by validating for expected values rather than attempting to deny certain values.

Hidden Fields

Hidden form fields are normally used to store server generated data. As is the case with the client-side validation, this puts the security—or integrity of the data—on the web browser thus losing the control on the server. A malicious user can easily use a proxy server to manipulate any POST data that is in transmission between the web browser and the server.

Developers should exercise caution when using hidden form fields.

Username Enumeration

Keeping in line with maintaining the integrity of the applications and confidentiality of data, developers should make additional efforts to avoid disclosing any information relating to the end user. One of the ways that this can be implemented is in how application generated error messages and password recovery methods are implemented and displayed. For example, messages displayed on failed login attempts should not inform the end user that the password was incorrect only. Messages indicating the password was incorrect inform an attacker that the username was correct. An attacker can now begin a dictionary attack once the username is known.

Password recovery processes should also require additional information rather than just a username prior to presenting the user with the secret question. This also allows an attacker to assume that the username was correct.

Information Disclosure

From time to time developers may need to interact with vendors or the public via a forum/bulletin to troubleshoot an issue. City of Chicago infrastructure information such as server names, IP addresses, or detailed layouts should not be shared with these outside sources unless approved by the DoIT administration team.

Developers will often post configuration files such as web.xml, properties files, or similar on forums for review by others. The process of *scrubbing* should be applied in these cases. Scrubbing involves removing information that pertains to an organization from the file while still maintaining enough configuration information to properly diagnose the problem. For example, IP addresses, server names, database credentials or versioning information, and the like should never be posted as is. IP addresses should be replaced by 12.34.56.78 or xx.x.x.x or similar. Server names and database credentials should be replaced with generic information such as username=username, password=password, serverOne, serverTwo, etc.

Information—such as logs files and configuration files—supplied to vendors such as BEA, FileNet, or others should be carefully reviewed in order to determine if any personal customer information is contained within the file. Credentials for QA and Production systems should always be removed from any information submitted to vendors.

If there is any doubt over the classification of data, please direct any concerns to one of the DoIT contacts listed in the Contacts section of this appendix.

Page Caching

Developers must ensure that pages that process or display private or sensitive information contain the appropriate no-cache settings to avoid saving any private or sensitive information on the customers

computer.

Examples include purging form field data so that private and sensitive data is not available when a browsers back button is used or when temporary internet files are viewed on a computer.

Defaults

Default configuration parameters and values should not be used for any application that transmits or processes private or sensitive data.

HTTPS

Any page that requires a user to authenticate should be processed under a Secure Sockets Layer. Many people use the same password for various applications and the compromising of one application may facilitate the compromising of another more important application.

End users will be on both public and private networks and may be susceptible to a packet sniffing program controlled by an attacker. A packet sniffing program captures network data in transmission on the home network to its final destination. When this data is passed in plain text, a packet sniffer will a result similar to the following example.

```
0000  00 13 02 d1 eb 89 00 12 17 04 f2 71 08 00 45 00  ...........q..E.
0010  00 4d 58 5b 40 00 36 06 42 d2 42 b4 a3 bb c0 a8  .MX[@.6.B.B.....
0020  02 66 00 15 08 dc 9f b5 b1 74 7c 42 53 6d 50 18  .f.......t|BSmP.
0030  16 d0 b0 76 00 00 33 33 31 20 55 73 65 72 20 77  ...v..331 User w
0040  68 73 66 20 4f 4b 2e 20 50 61 73 73 77 6f 72 64  hsf OK. Password
0050  20 72 65 71 75 69 72 65 64 0d 0a                  required..
```

The above example is a capture of an FTP connection with the username of whsf (the password has been withheld).

Invalid Filenames

During development, it is common to start working on a new version of a file and renaming the original file with an extension of .bak, .txt, .old, etc. This should be avoided at all times. Attackers often employ tools capable of file type probes. A file type probe crawls a website and then attempt to render the recorded pages with extensions of .bak, .txt, .old, etc. If successful, a JSP page that contained server side comments and other information has now been rendered in plain text over a web browser.

Compliance

a. **Illinois Personal Information Protection Act**
   Under the Illinois Personal Information Protection Act the City of Chicago is defined as a "data collector" and conforms fully to this Act.

b. **HIPAA**
   Any project that stores, processes, or transmits patient data must meet the standards as described in the Health Insurance Portability and Accountability Act (HIPAA). Data owners and data custodians must ensure that secure procedures are used during transmission, storage, processing, and disposing of patient data.

c. **PCI**

Projects handling payment card information must meet the standards set forth by the Payment Card Industry Data Security Standard. The PCI DSS has established twelve requirements for transmission, processing, and storage of payment card information. Developers must meet and ensure that the applications being developed adhere to the following requirements when working with payment card information:

- Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters.
- Requirement 3: Protect stored cardholder data by masking all but the last four credit card numbers in any display or printout
- Requirement 4: Encrypt transmission of cardholder data across open, public networks.
- Requirement 6: Develop and maintain secure systems and applications

The PCI DSS can be downloaded as a read and copy version only for study purposes by visiting the following link: https://www.pcisecuritystandards.org/

Developer Responsibilities

a. Security Awareness

Apart from ensuring that City of Chicago projects developed by City of Chicago developers are meeting security guidelines and standards, developers should be monitoring security patches to frameworks, libraries, commercial applications, and any other resource utilized by the City of Chicago. Security awareness should be practiced by implementing a defense in depth approach and not relying on the underlying framework as the only security layer.

Examples:

- Microsoft .NET vulnerability
- FileNet Workplace – XSS found by the City of Chicago
- BEA Weblogic Multiple Vulnerabilities

Developers should also take steps to secure any code found during maintenance phases that may be vulnerable.

b. Application Security Scan

As part of the City of Chicago Development Standards, developers must request an application security scan for applications being deployed to the production environment prior to deployment. This should coincide with other performance testing such as load tests. The administration team will request the results of the security scan prior to deploying the new or updated application to production. Applications must not have any vulnerabilities or possible vulnerabilities with a severity level greater than medium. The severity levels are: info, low, medium, high, and critical. A sample report is available upon from request from the administration team.

c. Confidentiality Statement

Each developer and/or company is responsible for reading and signing the City of Chicago Confidentiality Statement. Developers are required to abide by this Statement throughout their relationship with the City of Chicago.

Contacts

- Douglas Hurdelbrink – douglas.hurdelbrink@cityofchicago.org
- Brandon Frelich – brandon.frelich@cityofchicago.org
- Thomas Vari – tvari@cityofchicago.org
- Jonathan Villa – jvilla@cityofchicago.org

Glossary

- Developer – any employee or consultant serving as a development, design, administration, or management resource for any City of Chicago information technology project.
- Vendor – Any commercial solution provider such as BEA, FileNet, Microsoft, Oracle, Red Hat, etc.
- Data custodian – any resource responsible for the administration or development of storage devices that persist data such as a database, network storage, or local disk as well as transmit or processes data.

EXHIBIT 12

CITY OF CHICAGO CONFIDENTIALITY AND ACCEPTABLE USE POLICY

City of Chicago

Confidentiality and Acceptable Use Policy

To: City Employees and Independent Consultants

From: Hardik Bhatt, Chief Information Officer

Subject: Confidentiality and Acceptable Use Policy Regarding Responsibilities for Security and Privacy.

Purpose

Information security, confidentiality, and copyright protection are matters of concern for employees of the City of Chicago ("City") and for all other persons who have access to City computer files and information assets, whether they are employees, vendors, consultants, or others. The City maintains information in the form of computerized files for City departments, boards, and agencies as well as other entities. The City utilizes computer software and methodologies created internally and by third parties who are protected by intellectual property, patent, copyright and trade secret laws. As such, the City is contractually obligated to prevent any and all unauthorized disclosure or use of these information assets.

Recipient's Obligations

A position of trust has been conferred upon every authorized person who, as part of their job function, comes in contact with confidential information to keep this information secure and private. Both City employees and contractors are obligated to recognize and adhere to these responsibilities while on or off the job. Therefore, an employee of the City or a person authorized to access City data files and information is required:

- To follow the City's privacy and security policies, standards, and guidelines including the Information Security Policy;
- Not to expose customers' or employees' confidential information (such as social security number, driver's license number, and credit card data or account information);
- To maintain credit card data confidential and in full compliance of the current Payment Card Industry (PCI) Data Security Standards;
- Not to expose health information (such as an individual's diagnosis or treatment) as protected by HIPAA privacy and security rules;
- Not to engage in or permit unauthorized use of any information in files or programs maintained by the City;

- Not to seek to benefit personally or permit others to benefit personally through the release of confidential information which has come to him/her by virtue of their job function or assignment;

- Not to copy, alter, modify, disassemble, reverse engineer or decompile any intellectual property. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts;

- Not to exhibit or divulge the contents of any City record to any person except in the conduct of his/her work assignment or in accordance with the policies of the City;

- Not to disclose the specifics of non-public City related business to unauthorized personnel;

- Not to remove or cause to be removed copies of any official record or report from any file from the office where it is kept except in the performance of his/her duties;

- Not to use or request others to use the City's information technology for personal reasons beyond limited personal use as described in the Information Security Policy;

- Not to conduct City business on devices that allow P2P communication (such as music file sharing) without explicit approval from the Department of Innovation and Technology;

- To password protect mobile devices issued by the City or those authorized to connect to the City's information technology resources. Examples include but are not limited to: personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops;

- Not to aid, abet, or act in conspiracy with another to violate any part of this Confidentiality and Acceptable Use Policy;

- To report any violation of this code by anyone to his/her supervisor immediately;

Additional Resources

- The City of Chicago Information Security Policy: http://my.cityofchicago.org
- HIPAA: http://www.cms.hhs.gov/HIPAAGenInfo
- Illinois Personal Information Protection Act: http://www.ilga.gov/legislation/publicacts/94/094-0036.htm
- Payment Card Industry Data Security Standard (PCI): https://www.pcisecuritystandards.org

I acknowledge that I have received the City of Chicago's Information Security Policy and its Confidentiality and Acceptable Use Policy regarding responsibilities for security and privacy.

Employee/Consultant Signature **Date**

X_____ _____

Employee/Consultant Name Department/Division or Company (Printed)

_____

Employee/Consultant Contact Number

_____

City Manager's Name

___

EXHIBIT 13

PROPOSAL

Phone: (312) 559-0900
Fax: (312) 896-5052

Ronald Cichon

John Cichon

Virginia Hall

Tom Primozic

Jon Johansen

Daystar computer systems, inc.

COVER LETTER (RFP Section 5.2.1)

December 29, 2009

City of Chicago
Procurement Services, on behalf of the
Clerk of the City of Chicago
121 N. LaSalle Street
Chicago, Illinois 60602

Ref: Specification No. 79485 for a Legislative Electronic Document Management System

Dear Evaluation Team Members:

Daystar Computer Systems, Inc. (Daystar) is pleased to present its proposal for the installation and implementation of a LEGISTAR system for the City of Chicago.

We know that Clerk del Valle is working to improve the City Council process and civic engagement by leveraging technology to change a paper-document centered system to one that is data-centered, thereby continuing to increase transparency and access to Chicago government. LEGISTAR was created to do just that for a big city legislative process.

The proposed LEGISTAR system provides the tools and services that will help the City Clerk to convert a labor–intensive paper process to an electronic workflow enhanced with integrated meeting video and full document management capabilities. We share your goal of an open, accessible, and efficient system that captures all the details of the Council process. LEGISTAR is a powerful tool which can be used to inform and educate government officials and the public, and create a more effective legislative workflow.

Daystar has operated for over 25 years in the City of Chicago, providing comprehensive workflow and legislative management systems for the public sector. An originator, not an imitator, the LEGISTAR system was created specifically for mid to large sized city governments in the US. With the creative recommendations of city clerks and council staffs over the years, LEGISTAR has grown into the most adaptive and easy to use legislative management system available today.

From our home office in Chicago's West Loop, we serve local clients such as the Metropolitan Water Reclamation District and Lake County, IL, as well as clients across the nation, including some of the nation's largest cities, New York, Pittsburgh, Milwaukee, Philadelphia, Baltimore, Miami, San Francisco, Los Angeles County, Columbus, Newark, Long Beach, and Oakland to name a few.

Our projects range from the island city of Key West to coastal Sitka, Alaska, and from New York City with the nation's largest population and largest city council to tiny St. Charles Parish in the bayous of Louisiana, whose data and documents were all protected by LEGISTAR when its city hall was destroyed by Hurricane Katrina. We believe that these clients recognize that LEGISTAR is the original and still the best, the original electronic legislative workflow process with unlimited capacity and functions to adapt to any city's workflow and document management process.

From the beginning LEGISTAR has provided a system that captures and supports all phases of the legislative process with the ability to completely manage all legislative source documents, create agendas, meeting minutes, journals, certified copies, summary reports, committee pending lists, and many other reports necessary to legislative workflow. Over the last five years, our development efforts have focused primarily on making all of the city's legislative information and documents easily available to citizens through the use of a Web browser based interface that now includes social media, indexed meeting video, and an option to allow citizens to participate in the legislative process.

LEGISTAR

CONTRACK

LEGISTAR's adaptability to fit into any city's unique processes also means that it can support all phases of a city workflow in the process of change from a paper and document centric process to an electronic and data centric process.

One feature of the hosted solution of LEGISTAR is of particular interest to inform and educate is the InSite feature. LEGISTAR InSite instantly provides your staff, elected officials, and citizens with the ability to search enacted legislation, attachments, meeting agendas, minutes, votes, video clips and more. Other systems claim to provide such service, however LEGISTAR was built from the ground up for city legislation, with those who work for cities and as a result, our software can do almost anything for your legislative process.

We also believe that you will find our product very cost effective compared to similar systems. The cost savings are considerable for LEGISTAR. For example, the Metropolitan Water Reclamation District paid back the cost of the system they purchased by lowering operating costs in just one year. Milwaukee officials state that we provide good service with reasonable maintenance costs for such a sophisticated product.

We offer both a hosted and an installed solution for the Clerk's Office. This will enable you to have LEGISTAR irrespective of the decision of that technology choice.

Daystar is a privately held, family owned, self-funded Chicago-based software company, incorporated in the State of Illinois in 1983, and operating for over 26 years as a regular part of the technology scene in Chicago's West Loop.

Daystar Computer Systems, Inc.
600 W. Jackson Blvd., Suite 580
Chicago, Illinois 60661 - United States
Homepage: www.legistar.com

Daystar's Dun & Bradstreet number is 10-851-6089. Our FEIN is 36-3262444.

Our current Chicago business license number is 1444440 with an expiration date of 5/15/2011, and Daystar is in good standing.

Daystar has never operated under any other name and has never been a part of any legal or bankruptcy action. Daystar has never had a contract terminated by default at any time. Daystar and its officers and employees abide strictly by its corporate policies disallowing contributions to political eampaigns of anyone who is or may become a Daystar client.

Deloitte and Touche has reeognized Daystar as a leader in the Chicago technology community, giving their Greater Chicagoland Technology Fast 50 Award to Daystar three times this last decade. Daystar is an active participant in technology activities in the Chicago area, including the Illinois Technology Association (ITA).

Daystar is an efficient operation staffed by a multidisciplinary team of professionals with backgrounds and/or graduate degrees in computer science, public administration, retail marketing, corporate management, education, accounting, and organizational psychology. Our management team, with their respective Daystar tenures, includes:

Ron Cichon	President/CEO	27 years
John Cichon	Vice President/Sales Director	25 years
Darius Tajanko	Chief Technology Officer	7 years
Jon Johansen	Operations Manager	10 years
Ginger Hall	Training Manager	11 years
Tom Primozic	Customer Relations Manager	8 years

You may contact John Cichon, at 312-559-0900, ext.222, johnc@legistar.com, for any questions concerning this proposal or to make arrangements for an oral presentation.

You may contact CTO Darius Tajanko at 312-559-0900 extension 232 for any technical questions. CEO Ron Cichon will act as Daystar's contracting officer and Executive Supervisor for the project. Please feel free to contact him at 800-875-2489 or 312-559-0900 extension 223.

Daystar has reviewed Exhibit 8 of the RFP regarding the City of Chicago's Standard Contract Term and Conditions and agrees to abide by these contract terms with two requested additions:

> Section 6 Ownership of Documents: we agree with this section with the added clarification that all Deliverables created by Daystar which are derivations of Daystar's intellectual property should remain Daystar's intellectual property.
>
> Section 11 Timeliness of Performance: we agree with this section with the added clarification to paragraph a) that the Contractor may be liable for such losses to the extent that Contractor has caused the delays.

Daystar received Addendum #1 and Addendum #2 to the RFP as issued by the Department of Procurement Services.

Our work in very large cities may include working with technical or project implementation partners. We seek partners who work with the customer in mind, produce work recognized for excellence, and work well with our internal team. The proposal for the City of Chicago presents opportunities to include integrated services from Granicus, a company with whom we have worked in many cities before, and to bring in new partners, Sofbang and Blue Daring, who have had significant experience working for the City of Chicago, and who have been extensively involved in the development of this proposal.

Granicus, Inc. is a leader in the management of live and on-demand streaming media content to support and enhance public meetings. As a streaming media solution provider, Granicus, supplies governing agencies with the software, hardware, infrastructure, and expertise to integrate streaming media easily into their LEGISTAR tool set and websites. Granicus is highly regarded for their customer service, their technical innovations and technical support, and their ability to stay ahead of the field for transparent and open government solutions. Although LEGISTAR can be easily integrated with other video services or with a city's own streaming video delivery, we believe that the Granicus video service is uniquely able to address all of the City's requirements in this area. Chris Rynders, Granicus Sales Director for Eastern US has been working closely with us on the proposal.

Sofbang, LLC is a Chicago-based technology consulting firm. Sofbang combines web-based technology expertise and business strategy capabilities to deliver thoughtful, effective solutions. Sofbang technologists will be responsible for the conversion of the existing Oracle-based document indexing system content to the LEGISTAR system and will also provide a full time project manager for the project. Their extensive experience working with both the City Clerk's Office, especially with the City Sticker project, and the City's IT Department will be invaluable during the environment setup and ongoing integration tasks. Sofbang is a trusted technology partner known for putting the client first, designing well-implemented change operations, and delivering beyond what is expected. Sofbang is a certified MBE. Eric Peebles, Danny Asnani, and Cathy Dunlap have represented Sofbang in their extensive work with us on the proposal.

Blue Daring, Inc. is a Chicago-based firm that specializes in strategy, communications, documentation, and training, especially in the information technology field. Blue Daring works with organizations to launch ideas and systems, plan for the future, and optimize operations. They will provide an experienced trainer and analyst to the project team. Blue Daring is a certified MBE and WBE. Melissa Ballate and Olga Franceschini from Blue Daring have been working closely with us on this Proposal and project planning team.

All three entities are already an integral part of our team, participating in weekly meetings and frequent conversations with Daystar staff. The work of Sofbang and Blue Daring fulfills the requirement of 25% MBE and 5% WBE, but more importantly, these companies are key members of our team, Sofbang with a focus on both the technical and project management side, and Blue Daring on the training and analysis side.

Our proposed budget includes approximately 34% for Sofbang as the MBE and approximately 12% for Blue Daring as the WBE on this project.

There are four important issues that are key to our proposal:

1. We believe that the City Clerk's office is best and most economically served by providing a completely hosted system. This is the basis for everything that you will read in the proposal. However, recognizing that Chicago has a strong Oracle technical foundation, we are also offering the installed license option for LEGISTAR, as described in sections 5.2.5 A and B.
2. LEGISTAR along with program enhancements and the integrated video service from Granicus, meet all of the requirements in Exhibit 3. After evaluating the costs and benefits of installing and integrating two different generic EDMS systems, we came to the conclusion that the City Clerk's office is best and most economically served by enhancing the document management functions already in LEGISTAR, rather than paying three to four times as much for the installation and integration of a separate full-blown EDMS with so many functions that are redundant with LEGISTAR.
3. We thoroughly understand the needs, operations, and goals of the Clerk's Office as well as the traditions and politics of the Chicago City organization. We also very experienced with the process of change, and the cultural impact that occurs with the implementation of such a total support system like LEGISTAR. Most of what you read in the proposal is about the technology, but for us, that is the easy part. We treasure and take great care for the people who will be using the system, to make the software easy to use, non-threatening, and valuable in their own eyes. Our attention to the users and the stakeholders has been the hallmark of our success in so many of the nation's big cities.
4. We are very experienced. We provide legislative management systems for more large cities and counties than all of our nascent competitors combined. Our systems now serve more than 15% of the US population and growing every month. The quality of our software is only matched by the personal care that we provide to our clients. The most common response we hear from our clients is something like, "I don't know how we ever did it without you."
5. We are Chicago. We live here. We work here. We raise our families here. We love this city. We are only five minutes from City Hall. We chose only those MBE/WBE partners who also live and work in the city. While we have a large national footprint, we are still the small, homegrown, family company that has been a leader in the technology revolution based in Chicago for the past 27 years. As citizens of Chicago ourselves, we are excited at the prospect that Daystar's extensive experience in the design, development, installation, and support of software created specifically for local government legislative processes can help our own City of Chicago and its citizens.

I commit to you that our company and partners will provide the highest quality services described in this proposal and in accordance with the terms and conditions of any contract awarded pursuant to the RFP process.

Thank you for this opportunity to provide you with this proposal, and I look forward to a successful project partnership with the City of Chicago

Very truly yours,

Ron Cichon
President and Chief Executive Officer
Daystar Computer Systems, Inc.

In response to

RFP Specification No. 79485

for a

Legislative Electronic Document Management System

A Proposal to Implement

LEGISTAR™

Legislative Management Software

For the

City of Chicago

Illinois

Prepared and submitted by:

Daystar Computer Systems, Inc.
600 W. Jackson Blvd., Suite 580
Chicago, Illinois 60661 - United States
(312) 559-0900 - Extension 222

LEGISTAR is a registered trademark of Daystar Computer Systems
iVote is a registered trademark of Daystar Computer Systems
Windows is a registered trademark of Microsoft Corporation
Word for Windows is a registered trademark of Microsoft Corporation
SQL Server is a registered trademark of Microsoft Corporation
Granicus is a registered trademark of Granicus Corporation
Oracle is a registered trademark of Oracle Corporation

This RFP Proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in pages 148 through 158.

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EXECUTIVE SUMMARY (RFP Section 5.2.2)

The City Clerk is the official record keeper for the City Council, and the designated repository for official documents of the City. The City Clerk attends all City Council meetings and publishes a full record of the meeting in the Journal, which serves as the official minutes of the proceedings. A Journal of the Proceedings is published for each meeting and reflects all legislation introduced, passed or placed on file at that particular City Council meeting.

To successfully implement and utilize a Legislative Electronic Document Management System, the City of Chicago Clerk's Office is seeking a partner that can offer proven, experience and expertise in implementing Legislative Electronic Document Management System.

The Daystar team is the best partner for the Clerk's office.

1) **The Industry Leader in Legislative Management Software**
   a. In use in over 75 legislative bodies across the country.
   b. In use in every major municipality in the country.
   c. *It's all we do.*
2) **Local Company. Local Team.**
   a. Daystar is 5 minutes away from the Clerk's office.
   b. Daystar's founders are long-time Chicago residents committed to the City.
   c. Daystar's partners are locally-based companies that represent Chicago.
3) **Experience.**
   a. 75 implementations including most major cities.
   b. Experience with the City Clerk's office.
4) **Effective Project Plan**
   a. Focused on generating immediate results.

Daystar is proposing to implement the LEGISTAR system and associated professional services described here. LEGISTAR was originally designed by clerks with the input of government staff to improve the way a City does business. For over twenty years, LEGISTAR has been continually updated and enhanced with new features and refined methods to always meet the needs of cities and counties and to address the information demands of the public in an ever-changing technology environment. As a result, Daystar has a significant history of understanding those needs and supporting the operations of cities and counties. We encourage the City of Chicago evaluation team to speak with our clients regarding their project experience.

Chicago Proposal Overview

The Clerk's Office seeks to acquire a Legislative Electronic Document Management System EDMS that will accommodate its expanding needs, improve access to information, and streamline the preparation and management of the legislative process. The City desires to implement an integrated workflow and business management application that will support its internal processes and strategic direction, and to facilitate access to legislative documents and procedure.

The City desires a workflow software system specifically capable of the generation and maintenance of agenda documentation for use by the City Council and various other City boards, commissions, committees, and departments. The Honorable Miguel del Valle has set out to modernize the Clerk's Office to bring more efficiency and visibility to City Clerk services. One of the pillars of Clerk del Valle's initiative is to increase transparency and public access to City Council records by creating an online archive of legislative information. Integral to this vision is the implementation of a fully automated legislative electronic document management system (EDMS).

The City of Chicago has determined the need for an aggressive automated approach to manage the sometimes overwhelming and ever-increasing legislative workflow and related document management, report generation, imaging, information retrieval, and responsiveness to its officials and constituency. This includes internal reporting needs, and the desire to apply 21st century software technology to move toward the reduction or elimination of paper handling to whatever extent possible. At the same time this automation effort must provide a method to the accurately track minutes data and notation, meeting actions, votes, attendance and to provide timely and accurate responses to requests for information, both internally and via the Internet.

Primary LEGISTAR Features List

Legislative File Management

- Standard File Description Fields
- File Drafting with Templates and Version Control
- Standard and User-Defined Legislative File Description Fields
- Legislative File History (Dates, Motions, Actions, Votes, Notes
- Links Directly to Meeting Agenda and Minutes
- Subject Matter Indexing
- Legislative File Cross Referencing
- Legislative File Sponsors
- Cross Reference Items to Code of Ordinances
- Import, Print, Publish File Attachments (supporting documents) in any printable format

Meeting Agendas

- Automatic Agenda Assembly
- Agenda Report Generation and Formatting
- Agenda Item Auto-Numbering
- Complete Information Packets with Attachments
- Meeting Calendar
- Hearing Notices

Meeting Minutes

- Attendance Roll Calls
- Record Motions, Actions, Votes, Discussion
- Membership and Attendance Records
- Tracking of Mover, Seconder, Votes, Tally, Pass/Fail
- Auto-generation of Action Text
- Consent Vote Functions in Meetings
- Expanded Data Entry Validation and Auto Entry (Actions, Motions, Meeting Attendance, Movers, Seconder, Voters, Office Members, Sponsors, Appointments, Approvers, Mailing Lists)
- Auto Generate Enactment Numbers
- Minutes Reports: (Action Summary, Minutes, Referral Notices)
- User defined report criteria

Search Capabilities

- Search using any combination of fields or text
- EZ Text String search in all text fields
- Full Text search through Legislative File Text
- Browse Recent Files
- Most recently visited files, agendas, minutes
- Search Results (Type, Intro Date, Status, Title)
- Print Search Results (Matter Summary Report)
- Vacancy Tracking (and on-line application)

Other Standard System Features

- Unlimited users, unlimited records, and unlimited meeting bodies.
- Tools for Data Entry: Validation, Spell Check, File Locking, Security Log, and more
- Generic Reports: (Hearing Notices, Public Notices, Address Labels, Calendars, General Certification, Pending Items, Index, and others)
- Report Formats: (Screen, Printer, HTML, Word Document, E-mail, PDF)
- User Defined System Messages, File and Agenda Templates, Word Macros, Votes and Roll Call format options
- User Account Security Groups
- Automatic Workflow Management (Actions, Valid Actions, Status Changes, Auto-Locking, Enactment Numbering, etc.)
- Legislative File Ownership and Assignment Functions
- Additional Reports (Meeting Attendance, Voting Records, Mailing Labels, Matters Introduced, Hearing Notices, Referral Notices, Public Notices, Mailing Lists)
- Tracking of Elected and Appointed Office Holders
- Inclusion of Offices and People in Public Internet Access
- Expanded System Administration and User Options
- Hosted Service (SaaS) or Enterprise Licensing
- On-line Submittal Module
- Approval Tracking Module - automated approval process control system to manage the drafting of legislation prior to becoming an agenda item.
- Optional iVote® Active Voting Display Module
- Optional MediaMatch™ Integrated Video Indexing of Meetings

InSite – Online Legislative Research Center

Agenda Item Research - allows staff or public users to access file information and reports via the Internet including supporting documents and attachments, current status, important dates and more.

InSite Meetings and Events Calendar - gives instant access to a dynamic calendar of all meetings and events.

InSite Departments and People Finder - allows users to instantly find and view departments, committees, boards, commissions, and other representatives.

LEGISTAR Overview

LEGISTAR is a comprehensive, agenda workflow management and information retrieval system designed specifically to support the legislative process in cities, towns, and counties. From drafting through assignment to various committees, offices and Council Meetings, to final disposition, LEGISTAR parallels and supports the customary flow of legislative operations, tracking every action, along with dates, free-form notation, and individual votes.

Currently the Clerk's Office uses a manual system for processing City Council legislation, which is labor intensive, costly and error prone. Until only recently many City Clerks staff members used typewriters to process the Journal. Burdened with the responsibility of doing more with less requires an automatic process that leverages shared information and technology to eliminate redundancies. Relying on the manual intake, copying, stamping, routing and input of legislative information is both unaffordable and unmanageable.

LEGISTAR will automatically produce agendas, minutes, notices, certified copies and other legislative reports while eliminating all data entry redundancy or the need to copy and paste file information. Text and data are entered only once and then organized and stored by the system so that it can be retrieved and formatted for display or for any of LEGISTAR's standard or custom reports. The system will improve efficiency and accuracy, streamline the current process while reducing staff workloads, paper production, and keep Chicago on the "cutting edge" of workflow, agenda and document management.

Project Goals and Objectives

Daystar, along with our business partners Sofbang and Blue Daring, plan to meet all of the goals and objectives set forth by the City of Chicago for this Legislative Electronic Document Management System (EDMS) with the implementation of the LEGISTAR legislative document, agenda, and workflow management system, including the following components:

- LEGISTAR as a hosted Software as a Service with the On-Line Submissions and Matrix Disaster Protection options
- LEGISTAR MediaMatch video indexing package with the Granicus video services option
- LEGISTAR InSite^{SM}, an online legislative research center providing public access to all legislative documents, data, and tracking information
- Several enhancements to the LEGISTAR document management functions to fully meet several document and image oriented requirements
- A project implementation process including configuration, testing, training, on-site technical assistance, and project management to insure a six-month schedule to full production

The City of Chicago seeks a fully automated agenda and minutes manager with definable data elements such as agenda headings that will eliminate repetitious data entry and replace as many paper processes as possible in order to achieve maximized efficiency from its employees.

First and foremost, LEGISTAR is designed to rid the City of the time-consuming and redundant work found in largely paper-based systems. This is evidenced through LEGISTAR's history of saving large municipalities hundreds of thousands of dollars per year in paper and printing costs.

The automatic agenda creation features of LEGISTAR provide the most flexible and easily configurable agenda management system available. Council, committees, commissions and any other meeting body can have their own custom agenda templates that can be easily modified at any time.

The LEGISTAR meeting minutes manager adapts to the way the City does business. From allowing only the right actions to be taken to providing templates for automatically building action or motion text to single-click voting, LEGISTAR not only removes redundant work, but also eliminates the much of the potential for data entry error.

The City of Chicago has identified needs for workflow management, E-forms screens reflective of current data needs from various departments, document lifecycle tracking, compatibility with Microsoft® Office® products, and automated proper business procedures that provide consistency. Other goals and objectives include procuring an EDMS system which will provide integrated drafting and workflow tools to reduce the cost of creating, distributing, and storing documents, while ensuring their integrity and security.

LEGISTAR can track an agenda item from its creation, through draft approvals, introduction, referrals and recommendations all the way to its very end; readying it for codification and automatically publishing it on the internet.

Just as the agenda and minutes management features utilize customizable templates, this status quo is upheld for LEGISTAR's legislative drafting tools. The City may opt to use the built in text editor or Microsoft® Word® with the LEGISTAR toolbar add-in for drafting legislation. Both options provide unlimited templates that can be based on the type of legislation being drafted, as well as importing and auto-formatting features. Version control and security is also a core feature of LEGISTAR's legislative drafting tools, aiding in maintaining document integrity.

The configurable design of the system will provide familiar, intuitive e-form data entry screens that will require little to no orientation time for users from any department. This configurability brings a tailored experience to every aspect of the system, including various workflow processes and reporting. The system figure out what legislation goes where at any point during its lifecycle. Reports can be altered to include or exclude information by using checkbox toggles. LEGISTAR also eliminates manual paper processes by integrating with Microsoft Outlook® to easily forward reports on-demand to any recipient via email.

As described in the cover letter, the LEGISTAR legislative document and workflow management system accomplishes almost all of the City's specific Exhibit 3 requirements out of the box. This includes most of the requirements typically done by a full-blown EDMS. We are proposing that for a fraction of the cost of purchasing, installing, integrating a separate full EDMS, we will enhance some of the document and image management functions currently in LEGISTAR to completely meet all requirements. This will be much more cost effective for the Clerk's office, and will ensure that the staff will experience the same graphical interface styles, menus, tools, administration, and security controls across all functions. It will also greatly ease cross training of staff and reduce administrative overhead.

In order to save time and resources, the City of Chicago is also looking for improved data access in the form of broad spectrum searches, highly filtered searches, public access and citizen engagement. The City also wants to go beyond a simple replacement for paper and provide indexed and searchable video of Council and committee meetings.

Another core feature of LEGISTAR is unparalleled searching capability that allows for both simple, Google-like term searches, as well as advanced, precision data searches by specific data elements with the capability to filter results down to the value of any field and then sort or group the results and export or print them. The speed of access to information will save the City staff hundreds or perhaps thousands of research hours each year. With the addition of the Granicus® multimedia services, audio and video data is completely searchable and is indexed by LEGISTAR so that users can jump right to the desired position in the media player.

With the use of LEGISTAR InSite[SM], an online legislative research center, the City can provide its employees and citizens with the ability to search or browse enacted legislation, attachments, meeting calendars, agendas, minutes, votes, meeting video, and more. InSite, which integrates into the City's web site or can stand as an additional City site on its own, utilizes automated publishing routines in LEGISTAR to provide a real-time open government. InSite, with its optional citizen feedback feature, not only brings the government to the people, but can also bring the thoughts of the people back to the government.

While the specifics vary across municipalities, LEGISTAR has always been in compliance with all local, state, and federal regulatory requirements surrounding the creation and archiving of both electronic and paper documents. Necessary adjustments can be made at any time to meet changes in the law.

The City of Chicago also recognizes a need for hands-free, data backup and disaster recovery as well as an integrated network storage system. LEGISTAR Matrix[SM], is an online automated backup solution protecting all LEGISTAR data, including SQL Server databases, published meetings, and attached documents. This off-site backup solution uses an automated, encrypted data transfer on a scheduled basis to multiple locations, and is one of the safest disaster recovery tools available. More than just the automated software backup, Matrix is a service that includes expert database recovery and temporary hosting while server or infrastructure resources are rebuilt.

LEGISTAR is a fully scalable, open architecture system that allows for easy integration with legacy or third party technologies, such as Granicus®, Oracle® UCM, Network Attached Storage (NAS) systems, or Storage Area Network (SAN) systems. The flexible database structure meets the City of Chicago's objective to be able to import legacy data such that no content will be lost in migrating to LEGISTAR.

The City of Chicago's remote access goals are met by the nature of the system's technology; LEGISTAR uses a thin smart-client allowing employees and elected officials to work from anywhere with an internet connection. The system is provided in one of two implementation options: either as an online, hosted application service, or as a licensed application for local installation on the City's server hardware. This choice of implementation method of the system will provide the City with the best flexibility and economics. Typically, the hosted option will significantly lower the City's up-front project expenses and also eliminate the need for associated hardware and software license costs. It will also reduce personnel needs associated with servicing the system. This proposal anticipates the choice of the hosted option in its plan and costs. The installed option is presented along with the cost differential in section 5.2.5 of this proposal.

Whether choosing the hosted or the installed option, LEGISTAR's comprehensive and feature-rich system comes with training, software support, and optional system administration management service at no additional cost. Like LEGISTAR itself, remote administration can be performed by any PC with an internet connection. The hosted version, which is being proposed as the preferred option, includes 24/7/365 hot line support.

In either implementation method, the Clerk's Office will always own the documents and the data inserted into or generated by the system, and shall be provided with the tools to export data and documents from this system at any time.

The City of Chicago has also made it understood that the following are needed: unification of methodology among departments, close observation and work with staff to fully understand and improve the City's processes, system user and instructor training, City modification, customizations, and process testing.

From the staff interview and workflow analysis phase to specific user-group training, Daystar's implementation process seeks to make Chicago as knowledgeable and proficient in system use as possible from day one. During the analysis, Daystar representatives will analyze all processes involved in the business operations that LEGISTAR will support, and will make recommendations for more efficient methods of accomplishing these processes with the software tools newly available.

Daystar's aim is to meet every goal and objective set forth by the City of Chicago. After careful review, we believe that the LEGISTAR system and its components will create a more efficient, responsive and accessible government for Chicago employees, elected officials and citizens.

The Clerk's goal to have the system completely operational before the next budget season is aggressive, but also achievable, primarily because of the table-driven configurability of the LEGISTAR system and the experience of our implementation team in the required organizational change that accompanies technical system introduction.

We will establish a Core Group of representative users and stakeholders, who will from the beginning get hands-on experience with the software tools in order to help guide the adaptation of the software to the City's operations as well as help guide the adaptation of the departments and staff to new processes made available and made simpler with the introduction of the LEGISTAR tool set.

Testing also is an interactive and iterative process using the Core Group to walk through cases and complete legislative cycles in a controlled environment. Training will be customized to provide the specific module skill sets to those user workgroups that will actually be assigned to specific tasks. We recognize that the Clerk wants to be sure that several staff members are cross-trained in various functions. Our implementation, training, and close support methods are designed to insure the buy-in and successful participation by all departments and users.

PROFESSIONAL QUALIFICATIONS AND TEAM MEMBERS (RFP SECTION 5.2.3)

[Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project]

A. Company Profile Information

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

EXHIBIT 1
COMPANY PROFILE INFORMATION

(1) Legal Name of Firm: **Daystar Computer Systems, Inc. [Prime Contractor]**

(2) Doing Business under Other Company Name? No
If yes, Name of Company: N/A

(3) Headquarters Address: 600 W. Jackson Blvd., Suite 580

(4) City, State, Zip Code: Chicago, IL 60661

(5) Web Site Address: www.legistar.com

(6) Proposed Role: ☒ Prime ☐ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐Other: _____

(7) Number of Years in Business: 26 Years

(8) Total Number of Employees: Approximately 10 full time employees plus contractors

(9) Total Annual Revenues separated by last 3 full fiscal years: 2007: $[redacted] 2008: $[redacted]
2009 (est): $[redacted]

(10) Major Products and/or Services Offered: LEGISTAR – legislative workflow and agenda management system, In-Site public research center, Supporting modules, and professional services appropriate to this proposal.

(11) Other Products and/or Services: Analysis, training, project management, data conversion, integration. Custom programming and report design.

(12) Briefly describe your firm's strategic direction in providing service solutions for a client: LEGISTAR first implemented in 1987 and has 22 years of continuous product operation and 5 technical generations. This includes continuous product updating to leverage state of the art technological advances and legislative procedures mandated by law and efficiencies.

(13) Briefly describe your firm's experience in Legislative Document Management Systems for clients: Daystar has been providing comprehensive workflow and agenda management systems for the public sector since 1983. Daystar has had extensive experience in the design, development, installation, and support of customized office automation software for local government. For over 25 years Daystar has been providing solutions for the needs of public sector clients and the LEGISTAR system proposed here is in its 5th technology generation.

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME: DAYSTAR COMPUTER SYSTEMS INC

DBA: DAYSTAR COMPUTER SYSTEMS INC
AT: 600 W. JACKSON BLVD., Apt./Suite 580
CHICAGO, IL 60661

LICENSE NO.: 1444440 CODE: 1010 FEE: $****250.00
LICENSE: Limited Business License

PRESIDENT: RON CICHON
SECRETARY: JOHN CICHON

PRINTED ON : 05/12/2009 $****250.00

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF MAY ,2009

EXPIRATION DATE: May 15, 2011

ATTEST:

Richard M. Daley MAYOR

Miguel del Valle CITY CLERK

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TRANS NO. 41216 SITE: 2

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EXHIBIT I
COMPANY PROFILE INFORMATION

(1) Legal Name of Firm: Sofbang LLC

(2) Doing Business under Other Company Name? No
If yes, Name of Company: N/A

(3) Headquarters Address: 145 Tower Drive # 1

(4) City, State, Zip Code: Burr Ridge, IL, 60527

(5) Web Site Address: www.sofbang.com

(6) Proposed Role: ☐ Prime ☒ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐Other: _____

(7) Number of Years in Business: 9 Years

(8) Total Number of Employees: Approximately 15 full time employees plus contractors

(9) Total Annual Revenues separated by last 3 full fiscal years: As sub-contractor, this can be provided during final evaluation if requested by the City

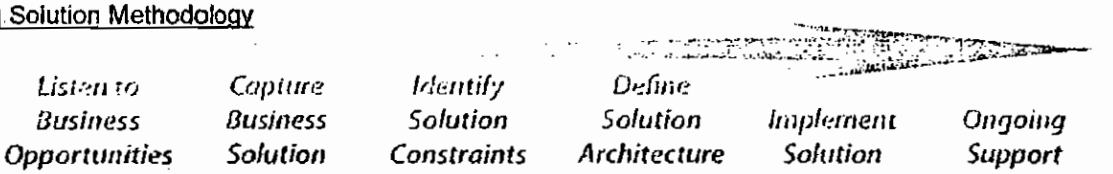
(10) Major Products and/or Services Offered: Dedicated Public Sector Solutions & Services including, Enterprise Architecture & Strategy, Complex Program & Project Management, Portals, Enterprise Content Management, Service Oriented Architecture, Business Process Management, Web Application Design & Development, Legacy Modernization, Commercial Off-The-Shelf (COTS) System Integration

(11) Other Products and/or Services: N/A

(12) Briefly describe your firm's strategic direction in providing service solutions for a client: We help companies capture and master opportunities, created by and associated with change. Sofbang specializes in delivering business-driven technology solutions that help our clients achieve strategic business objectives. We apply internet-based technologies and a "designed to change" methodology to help our clients gain a competitive advantage by growing market share, reducing cost and ultimately building for the future.

We understand that the challenges our customers face today will not be the same six months from now. Our solutions adjust and grow as our clients' needs adjust and grow. We call it designed to change. At Sofbang, we have mastered the ability to listen to our clients and capture their goals, objectives and ideas. We then translate that information into a relevant, expected solution that delivers a greater return on investment.

Sofbang Solution Methodology



(13) Briefly describe your firm's experience in Legislative Document Management Systems for clients: Sofbang has implemented Document Management systems for several of its clients, ranging from both the public and private sectors. In addition, Sofbang has worked very closely with the Chicago City Clerk for over 5 years in helping modernize the City Clerk's City Stickers Enterprise Application, Cashier Management and Dog Emblem programs. As a trusted and preferred vendor for the Chicago City Clerk and the City of Chicago, Sofbang supports the LEGISTAR solution as the recommended choice for the Chicago City Clerk's Legislative Electronic Document Management System.

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Muriel M. Gayles
Chief Procurement Officer

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

April 15, 2009

Rajinger Singh Duggal
Sofbang, LLC
145 Tower Drive, Suite 1
Burr Ridge, Illinois 60527

Annual Certificate Expires: **February 1, 2010**
Vendor Number: **50076481**

Dear Mr. Duggal:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **February 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **February 1, 2010.**

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

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

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

Systems Analysis and Design; Technical Architecture; UI Design; Web and Client Server; Software Development; System Integration; Database Implementation; Quality Assurance; Project Management Services; Enterprise Strategy

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/ds

NEIGHBORHOODS Alive! BUILDING CHICAGO TOGETHER

CHICAGO WORKS

EXHIBIT 1
COMPANY PROFILE INFORMATION

(1) Legal Name of Firm: **Blue Daring Consulting, Inc.**

(2) Doing Business under Other Company Name? Yes
If yes, Name of Company: Blue Daring

(3) Headquarters Address: 688 N. Milwaukee Ave., No. 206

(4) City, State, Zip Code: Chicago, IL 60642

(5) Web Site Address: www.bluedaring.com

(6) Proposed Role: ☐ Prime ☒ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐Other:

(7) Number of Years in Business: 6 Years

(8) Total Number of Employees: 3 full time employees

(9) Total Annual Revenues separated by last 3 full fiscal years: **2006:** [redacted] **2007:** [redacted] **2008:** [redacted]

(10) Major Products and/or Services Offered: Strategy and communications consulting, planning, analysis .

(11) Other Products and/or Services: Documentation, branding, multimedia

(12) Briefly describe your firm's strategic direction in providing service solutions for a client: We focus our delivery of training services to cater specifically to the user base at the City Clerks office. Prior to commencing training, users are analyzed and interviewed after which the style, method and structure of the training is configured to be the most consumable to theat groups needs and skill level .

(13) Briefly describe your firm's experience in Legislative Document Management Systems for clients: Blue Daring does not specialize in LDMS but will adapt and conform proven training methodology to custom fit the needs of the Office of the City Clerk for this project .

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

NAME: BLUE DARING CONSULTING INC,

DBA: BLUE DARING
AT: 600 N. MILWAUKEE AVE., Floor 2, Apt./Suite 206
CHICAGO, IL 60642

LICENSE NO.: 2013294 CODE: 1010 FEE: $****250.00

LICENSE: Limited Business License

PRESIDENT:MELISSA M. BALLATE
SECRETARY:MELISSA M. BALLATE

PRINTED ON : 12/18/2009 $****250.00

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF THIS 18 DAY OF DECEMBER ,2009

EXPIRATION DATE: September 15, 2011

ATTEST:

Richard M Daley MAYOR

Miguel del Valle CITY CLERK

ACCOUNT NO. 272045 SITE: 4

TRANS NO.

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EXHIBIT 1
COMPANY PROFILE INFORMATION

(1) Legal Name of Firm: **Granicus, Inc**

(2) Doing Business under Other Company Name? No
If yes, Name of Company: _____

(3) Headquarters Address: 568 Howard St. Suite 300

(4) City, State, Zip Code: San Francisco, CA 94105

(5) Web Site Address: www.granicus.com

(6) Proposed Role: ☐ Prime ☒ Subcontractor/Subconsultant ☐ Joint Venture Partner
☐ Supplier or ☐Other: _____

(7) Number of Years in Business: 10 Years

(8) Total Number of Employees: 90 full time staff

(9) Total Annual Revenues separated by last 3 full fiscal years: As sub-contractor, this can be provided during final evaluation if requested by the City

(10) Major Products and/or Services Offered: Granicus Web-Streaming solution for City Council Meetings full Integrated to the LEGISTAR In-Site Web Portal

(11) Other Products and/or Services: Voting Systems, Internal Video on Demand based Training Systems, Enterprise based Web Streaming solutions, eComment solutions, Media Portal Web

(12) Briefly describe your firm's strategic direction in providing service solutions for a client: Our vision is to enhance and change the way citizens interact with government through transparency and participation. We provide the highest level of service, support, and innovation for our clients as it relates to web-streaming and public meeting proceedings.

(13) Briefly describe your firm's experience in Legislative Doeument Management Systems for clients: Granicus is a privately held California Corporation based in San Francisco. Over the past ten years, Granicus has and continues to provide comprehensive solutions to nearly **600 government agencies** for creating, managing and distributing live and on-demand streaming media content to support and enhance public meeting communications, internal training, and public education programs. Our web-streaming platform integrates the client's video data to the LEGISTAR Legislative Management System.

Illinois Business Authorization

GRANICUS INC

568 HOWARD ST
SAN FRANCISCO CA 94105-3008

Certificate of Registration

Expiration date:

04/01/2013 Use Taxes (3920-9849)

Director
DEPARTMENT OF REVENUE
Issued Date: 05/20/2008

B. Company References/Client Profile

RFP: Submit a completed client profile information sheet for each company reference. Provide a minimum of three references.

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: City of New York

(2) Address: 250 Broadway, 17th Floor

(3) City, State, Zip Code: New York City, NY 10007

(4) Project Manager: Chris Lall, Project Manager - Ruthie Delfranco, LEGISTAR Administrator

(5) Telephone Number: (212) 788-9061 (212) 788-7028

(6) E-mail: clall@council.nyc.gov rdelfranco@council.nyc.gov

(7) Number of Employees in Client Organization: (City Council Office) (Whole City)

(8) Project Scope of Services/Goals:

DAYSTAR: Project goals were to install the LEGISTAR agenda and workflow management system in the Council office on the Oracle database to support the work of the council, its committees, and various departments drafting resolutions and ordinances. Three other important goals were: a) to migrate legacy data, b) to automate the labor-intensive process of transmitting documents around to the various offices, and c) to safeguard the City against any Y2K data risks.

(9) Contract Award Date: Q3, 1998 Completion Date: Q2, 1999

(10) Initial Contract Amount: $ 400,000 approx. Final Contract Amount: $ 400,000 approx.

(11) Describe how the client's goals were met. Describe the Legislative Document Management System installed and maintained. Attach additional pages, as necessary.

Chris Lall: "The major goal was to automate our Agenda process since, it was very manual with many different pieces to be organized for final product. LEGISTAR was able to automate NYC's complex agenda process and produce the final agenda to be used at Stated meetings (council meetings). Staff (Ruthie) can now input the many pieces in one system and produce necessary documents, green sheets, final agenda, etc."

DAYSTAR: Daystar's standard implementation methodology was used, consisting of multiple phases with negotiated milestones and deliverables. Daystar did workflow analysis, process recommendations, test installations, report customizations, final installation, on-site training, on-site help desk, and continued hotline support. A key factor in the success of this project was the decision to place a Daystar professional staff member on-site for a period of three to four months to assist the staff in the transition from purely paper and document-centric processes to primarily electronic and data centric process. On-site services were provided by Daystar's own professional staffing as well as sub-contracted training services through Tel-char Corporation in Evanston.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

Chris Lall: "The major obstacle really was trying to interview the key people in NYC that could explain the business process to you so that the end product, LEGISTAR, could be created in an efficient way for staff to use."

(13) Is the client still utilizing this Legislative Document Management Software?

DAYSTAR: Yes. Most recently, NYC began using InSite, the LEGISTAR public data access portal to provide Council and committee information to all City staff and citizens. The City expects that this innovation will significantly cut down on the number and costs of the Freedom Of Information Law requests, because

almost all data and non-sensitive data and documents are now available to everyone in an easy to use public query system.

(14) What was the cost/financing structure of the contract?

DAYSTAR: This project was funded from a budgeted allowance for conversion from legacy systems that were vulnerable to Y2K data compatibility threats.

(15) Estimate the actual dollar savings the client realized during the course of its use from first installation:

DAYSTAR: Not available from the City.

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **City of Milwaukee, Wisconsin**

(2) Address: 200 East Wells Street

(3) City, State, Zip Code: Milwaukee, WI 53202

(4) Project Manager: Ron Leonhardt, City Clerk Jim Owczarski, Deputy City Clerk

(5) Telephone Number: 414-286-3781 (414) 286-2998

(6) E-mail: rleonh@milwaukee.gov jowcza@milwaukee.gov

(7) Number of Employees in Client Organization: (Clerk's Office) (Whole City)

(8) Project Scope of Services/Goals:

Ron Leonhardt: "Develop a legislative document management system for municipal government to automate recordkeeping, report generation and information research."

(9) Contract Award Date: October, 1986 Completion Date: April, 1987

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **Lake County, IL**

(2) Address: 18 N. County St.

(3) City, State, Zip Code: Waukegan, Il 60085-4339

(4) Project Manager: Kimberly Mannette

(5) Telephone Number: (847) 377-2560

(6) E-mail: kmannette@lakecountyil.gov

(7) Number of Employees in Client Organization: 36 (Clerk's Office) 3,110 (Whole County)

(8) Project Scope of Services/Goals:

Kimberly Mannette: "Successful implementation of an agenda management system will address the major deficiencies currently seen in how agendas are prepared, i.e. eliminating the duplication of effort in re-keying agenda items, eliminating the opportunity for agenda items to be misplaced prior to being added to an agenda, and duplicative editing. Use of such a system would also help to standardize the formats of the agendas and enforce the timeliness for submittal of materials for placement on agendas. The ancillary benefits of being able to have all information available electronically for review by Board Members, and potentially by members of the general public will help to improve the quality of Committee deliberations. "

(9) Contract Award Date: September 2007 Completion Date: June 2008

(10) Initial Contract Amount: $

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **Metropolitan Water Reclamation District of Greater Chicago**

(2) Address: 100 East Erie Street

(3) City, State, Zip Code: Chicago, IL 60611-3154

(4) Project Manager: Jacqueline Torres, Clerk

(5) Telephone Number: 312-751-6500

(6) E-mail: Jacqueline.Torres@mwrdgc.dst.il.us

(7) Number of Employees in Client Organization: 3 (Clerk's Office) 2,100 (Whole Organization)

(8) Project Scope of Services/Goals:

Jackie Torres: "To replace the existing manual board agenda process with a fully integrated workflow and agenda management solution to manage, track, organize, compile, and create automated agenda and minutes reports."

(9) Contract Award Date: October 4, 2007 Completion Date: May 1, 2008

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **City of Long Beach, CA**
(2) Address: 333 West Ocean Boulevard
(3) City, State, Zip Code: Long Beach, CA 90802
(4) Project Manager: Larry Herrera, City Clerk
(5) Telephone Number: (562) 570-6489
(6) E-mail: Larry.Herrera@longbeach.gov
(7) Number of Employees in Client Organization: 17 (Clerk's Office) 6,400 (Whole City)
(8) Project Scope of Services/Goals:

LEGISTAR:

Larry Herrera: "Project goals included the following:

Efficiency

- Recapture of purchase costs by FY 2007.
- Leverage prior City investments in FileNet, Granicus Streaming Video, and the City Clerk's information database technologies to achieve improved integration.
- Provide support to any City commission, committee, or board seeking to improve their agenda development and archival process.
- Provide the opportunity to have a 'more paperless agenda' resulting in a minimum savings of $120,000 over four years.

Improved Accountability and Organizational Learning

- Faster creation, approval and retrieval of Council letters and documents.
- Creation of a permanent digital repository for support of policy, management and operational decision-making.
- Council and public access to all meeting related information and agenda item calendaring and tracking of committee referrals.
- Council "digital minutes" prepared in real time and made available within 48 hours or sooner.

Enhanced Transparency

- Faster and more in-depth public access.
- Creation of a searchable legislative history for any subject or business conducted by the City Council.
- System flexibility for advance noticing of neighborhood associations and citizen groups via email."

Granicus:

Long Beach utilizes the Granicus Enterprise Web Streaming and Minutes Maker Solution for all City Council Meetings and all original programming. The Granicus web-streaming platform is currently integrated with the LEGISTAR InSite web portal. You can find this at the following web address: http://www.lbtv8.com/default.asp

(9) Contract Award Date: February 3, 2004 Completion Date: August, 2004

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **City of Pittsburgh**

(2) Address: 510 City County Building, 414 Grant St.

(3) City, State, Zip Code: Pittsburgh, PA 15219

(4) Project Manager: Mary Beth Doheny

(5) Telephone Number: (412) 255-2132

(6) E-mail: Mary.Doheny@city.pittsburgh.pa.us

(7) Number of Employees in Client Organization: Clerk's Office 12 employees, Whole City – approximately 3200 employees

(8) Project Scope of Services/Goals:

Mary Beth Doheny: "The **Scope** solicited state of the art software that would track legislation from introduction throughout the entire legislative process, creating text files, agendas, minutes, and recording the entire history of the bill. We wanted the ability to capture and quickly retrieve comprehensive, electronic voting records, meeting attendance, file types/indexing, etc. without having to use hard copy files and record books. We wanted to provide for quick and easy searches. Lastly, we required an abundant amount of storage capacity so that the information could be referenced for years to come.

The **Goal** was to eliminate cumbersome, repetition of work, ultimately saving time and money. Another key goal was to provide a better work product."

(9) Contract Award Date: Year 2000 Completion Date: Implemented in June 2001

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

(1) Client Name: **City of Newark, New Jersey**
(2) Address: 920 Broad Street, Third Floor
(3) City, State, Zip Code: Newark, NJ 07102
(4) Project Manager: Robert Marasco, City Clerk
(5) Telephone Number: 973-733-6574
(6) E-mail: MarascoR@ci.newark.nj.us
(7) Number of Employees in Client Organization: apprx 30 (Clerk's Office) Not Available (Whole City)
(8) Project Scope of Services/Goals:

Robert Marasco: "The City was seeking to implement a fully integrated Workflow and Agenda Management system that would support its internal processes and strategic directions and to facilitate access to legislative documents and procedure. The City wanted a legislative workflow application specifically capable of the generation and maintenance of agenda documentation for use by the City Council and various other City boards, commissions, and committees. We also wanted the safety of having our documents and workflow managed by a software system so that we would not be vulnerable to potential problems resulting from the loss of experienced staff."

(9) Contract Award Date: June 6, 2007 Completion Date: June, 1987

LEGISTAR National Published Articles

Numerous articles, in both major and minor publications, have been written regarding the technological benefits and superiority of the LEGISTAR system. Some national publications include:

- **Government Technology**: (1) *Commercial Software Turns to Government*
- **Government Technology**: (2) *City Clerk's Office Launch Legislative Information Center*
- **American City & County** (1): *County's Software Tracks Legislation, Informs Public*
- **American City & County** (2): *Software Helps City Clerk Prepare for Meetings*
- **Chicago Sun-Times**: *Software Keeps Cities on Track*
- **City & State**: *Legislation Tracking Software Eases Clerk's Job.*
- **Nation's Cities Weekly**: *Milwaukee Uses Computers in Legislative Process*

Client References

LEGISTAR is installed in many small and large sites with varying complexities of customization, installation and training. Our smallest municipality is the City of Indian Wells, CA with a population of less than 4,000 and our largest site is the City of New York with a population of over 7 million. The range of size and complexity of installed cities, not only demonstrate the considerable technical, analysis and project management skills of Daystar staff, but also the flexibility and adaptability of the LEGISTAR application.

The LEGISTAR system is designed around a proven technical and legislative methodology that has been polished over almost two decades of installed use. The system itself utilizes standard parliamentary procedure and can be fine tuned using hundreds of environmental variable and system settings to match any particular operation. Each site has its own unique operational, technical, procedural, and sometimes political elements that make it differ from any other. Because of the broad range of capabilities LEGISTAR provides, each of our clients may relate key advantages that each experiences through the use of the system. Other references are also available upon request.

On-line Client Sample Links

For real-time experience of the information delivery and capabilities that LEGISTAR will provide the Chicago, Daystar is including the following link to some current clients that are using the system to automatically manage their agenda process and workflow.

As quoted in a recent news release, since being elected City Clerk in 2007, City Clerk Miguel del Valle has greatly increased transparency and access to Chicago, including the Journal of Proceedings and Executive Orders, broadcasts City Council meetings, and more. This transparency initiative will be further enhanced with the InSite Web research center, used by New York, Milwaukee, Pittsburgh and many other major cities.

With InSite, public information is dynamically organized, formatted, and instantly made available for citizen's access with no additional work. Agendas and minutes are published to the Web calendar by simply running a report. All other information such as agenda item details, full legislative text and attachments are dynamically presented with the most current information upon the user clicking on those items. Links to LEGISTAR clients' agenda and workflow information can be found at:

http://www.legistar.com/LEGISTARClients/tabid/221/Default.aspx

Noteworthy Quotes From Around the Country...

...on Cost Savings:

John R. Kalwitz, Common Council President, Milwaukee, WI: *(Council letter)*
"As directed by Resolution, the City of Milwaukee has implemented a sophisticated, state-of-the-art office automation/legislative information system [LEGISTAR]. This system has resulted in approximately $160,000 annual savings to city taxpayers through reduced personnel and printing costs. Simultaneously, it has improved the quality of staff services and information provided to elected officials, city agencies and the general public."

Ron Leonhardt, City Clerk, Milwaukee, WI: *"The City of Milwaukee has been using LEGISTAR since 1987, so our savings over the years have been substantial."*

LaTonda Simmons, Assistant City Clerk/Legislative Recorder, CA: *(Status update to Council) "Implementation of [LEGISTAR InSite] web-based constituent access for meeting information (agendas and materials) and e-genda. Reduced $75k annually in general fund expenses."*

Larry Herrera, City Clerk, City of Long Beach, CA: *"We are currently using LEGISTAR 5.0 [and] We already have realized savings over the past three fiscal years, and we look forward to further savings and efficiencies. In other words, the future looks very bright for the City of Long Beach and its residents. In my view, these systems will serve us well over the next 10 to 15 years."*

Anne Noris, Clerk of the Council, King County, WA: *"LEGISTAR has continued to save time as we have become more adept at using it. The addition of the Web module has also increased our time savings, as people are now able to find the information for themselves. While I have not quantified the dollar savings, we are not filling a soon-to-be vacant position, because with LEGISTAR, we have substantially cut our need for staff."*

...on Transparency and Access:

Jim Owczarski, Deputy City Clerk, City of Milwaukee, WI: *"It is no exaggeration to say that InSite has fundamentally altered the way the office of the City Clerk provides information to the citizens of Milwaukee about their government. As a historian by disposition - and rationalized as part of an ongoing process review - I have lately been going over a fair amount of material related to the manner which this office used to communicate with the public. What is striking is how paper-based it was.*

The full implementation of InSite – and its profile in the community at large has steadily, if slowly, risen over the past several years. Most directly, it has cleared away much of the paper mentioned above. Individuals calling for agendas, minutes, files, attachments, etc., can all be directed to a central location and their needs quickly met. Another indicator of InSite's growing profile in the community has been its use as a kind of reference library... It has raised citizen's expectations for their government in a positive way.

Bev Butula, Wisconsin Law Journal, WI: *(Law Journal Article – September 16, 2008) "The other day I was researching a change to the Milwaukee Code. I immediately noticed an upgrade to LEGISTAR. If you are not familiar with LEGISTAR, it is a system to help manage the flow of documents through the municipal legislative process. Obviously, a great help to the Clerk's office. However, there is also a significant benefit to the legal community. This system contains detailed information, including documentation, pertaining to resolutions, ordinances, reports and other items."*

Glenn McLelland, Webmaster, City of Mansfield, TX: *"The agenda process has been a growing task for all meeting bodies within the city. We needed a system to help us manage this growth. LEGISTAR provided us with a system that is fully searchable, maintains a history of all legislative matters, and eases the publishing process (printing, assembling, and publishing to the internet.) The council has already praised the fact that they can digitally access all the information they need.*

The main goal was to provide citizens more information and improve the process internally within city. Now any employee within the city can submit items to placed on the agenda directly into the system without the City Secretary. The City Secretary can now publish the agenda and minutes directly to the website without IT assistance."

Douglas Shields, Pittsburgh Council President: *"The Freedom of Information Act, updated in 1996 to address electronic data, has generated an ever-increasing demand for open access to public records," said Council President Shields. "InSite is a wonderful tool for keeping the public informed and will also benefit private businesses, non profits, the media and other government entities."*

Paul Eakins, Contra Costa Times, CA: *"For me, as a reporter, LEGISTAR and other City Clerk site features are an invaluable resource. Once you learn how to navigate the site, you can dig deep into any council issue that may interest you.*

Through the City Clerk's main agenda page, you can watch the council meetings live online or select specific agenda items from a council meeting and watch that video the following day. LEGISTAR allows you to track the history of legislation, as it moved through committees, commissions and past council meetings, and to know exactly who voted for it and who didn't."

...on Responsiveness and Efficiency

Isobel Sherwood, Clerk of the Council, Gahanna, OH: *"The biggest saving to us is in our research projects. We can put in a word and do a search and go right to something as opposed to having to guess what year something was done, and start there with paper records and work our way back. The longer we are on LEGISTAR the more we are seeing the time savings in doing research.*

Andrea 'Angie' Blevins, CMC City Clerk, Columbus, OH: *"This is a great program. It works wonderfully, and if it works this well for us with as many users as we have, it'll work for anybody. I've just been really pleased. It's been a great program for our City, and it saves a lot of time for administration, not having to run around for signatures, not having to redo work for changes that have to be made, and for searching...I mean it's just amazing. I don't have any complaints about – and it's pretty easy to use.*

I'm a big proponent of it for sure if anybody asks me, because we really use it to its fullest extent. We saved a ton of money because we have to publish all of our ordinances, resolutions, contracts, bids, etc. in the bulletin, and now Sherry can just send that from LEGISTAR. We saved $140,000 a year on a bulletin contract alone that we don't have to do anymore."

Jim Owczarski, Deputy City Clerk, City of Milwaukee, WI: *"So last Friday was the biggest meeting of the year...our budget adoption session. Almost 11 hours of pain and suffering that resulted in the birth of a budget. Amendments, amendments to amendments, reconsiderations, &c., &c. I was astonished how quickly it was all cleaned up and ready to publish. It's a great product. Thanks for it.*

Dave Faust, Madison, WI: *"We love it! I have not heard much from citizens, but I did hear a lot of very positive remarks from the Mayor and our Director of Public Works. We had a meeting last week Monday of Department and Division Heads. One of the agenda items was a status report on the LEGISTAR project. The Mayor began by saying he was one of the critics and whiners before about our website, but has really been using the new website. He further said he takes back any complaints he previously had. "*

Kimberly Mannotte, Lake County, IL: *"So there was the following article published about our Agenda in the daily herald yesterday. I just received a call from another government agency inquiring about the software we use and sent them your way. InSite Version 2.0 ROCKS! And so do you folks! http://www.dailyherald.com/story/?id=270505&src=3 "*

"Your company gets an A+++++ for customer service and support."

Please note additional important client reference letters and print articles included in the Appendix of this Proposal

C. Capacity to Perform City Project

The City has expressed the desire for an aggressive implementation schedule, subject to the best quality of both products and services. Daystar acknowledges and fully agrees with the City regarding these project goals. The timing of the LEGISTAR implementation proposed here for the City of Chicago is an ideal fit with the current work schedule for Daystar staff and business partners providing services. As a Chicago based company, travel and geographic availability of staff is not an issue. Daystar service and support personnel are literally walking distance to the City of Chicago Clerk's office.

By design, Daystar has the flexibility to scale services and provide appropriate implementation requirements to any size entity. Based on the detailed specifications and performance features desired by the City, the LEGISTAR system will provide approximately 90% of the desired capabilities in the systems generic form and configurability. This provides an enormous advantage to the City in both timely delivery and system dependability with reduced cost or need for custom services. LEGISTAR and professional Daystar services have been implemented in most major metropolitan areas of the US including New York City, Los Angeles County, Miami, Philadelphia, Baltimore, Milwaukee, and many more.

At the time of submitting this Proposal, Daystar is in the final stages of the implementation of four concurrent projects for new clients. Three of these projects have been completed this November and will not impact the delivery of services to Chicago. The fourth is for a larger municipal client in Arizona with professional training services being provided through our office in Nevada and anticipated to also be completed by the end of 2009. Daystar is also in the process of upgrading a large County in Washington which is anticipated to be completed by mid January 2010.

As a result, based on the anticipated project timeline, Daystar has the bulk of its technical staff available to be dedicated to the Chicago project as needed. Daystar has been a Chicago based firm for over 25 years and this opportunity to work with the City of Chicago is our priority. Although there are several projects in varying stages of contracting, we are in the fortunate position to be flexible and accommodating for any other project schedules subject to the City of Chicago.

As the prime contractor and designer of the LEGISTAR software, Daystar is not subject to delays of going through a reseller for availability of dealer services. Daystar respects the City's WBE and MBE initiatives and anticipates providing 60% of contracted services through approved subcontractors and 40% directly by Daystar staff.

D. Business License/Authority to do Business in Illinois

Daystar Computer Systems, Inc. is incorporated in the State of Illinois under State ID # 1685-3555 and Federal Tax ID #36-3262444. Daystar is a Chicago based firm licensed to do business under City license # 1444440 in good standing. Appropriate business licenses or certifications have been provided Daystar as well as for each sub-contractor.

PROFESSIONAL QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL (RFP SECTION 5.2.4)

[Professional Qualifications and Specialized Experience and Local Availability of Key Personnel]

The LEGISTAR System

Daystar Computer Systems, Inc. is a 26 year old Chicago based firm that will provide the very best possible automated solution for the City of Chicago. Daystar provides a number of unique advantages, and an unsurpassed experience history with more large U.S. municipal systems, and the experience needed by the City of Chicago, than any other competitor.

Daystar has installed systems in New York, Philadelphia, Baltimore, Miami, Los Angeles County, San Francisco, Madison, Milwaukee, Lake County, Albuquerque, the Chicago Metropolitan Water District, and many other large government entities that have identified the LEGISTAR solution as the best possible fit to the complex workflow and business management needs of the Clerk's office.

Daystar is the innovator, not the follower. Now in its 5th technical generation, LEGISTAR was, and continues to be the pioneer and leader in innovative technology designed specifically for the needs of the Clerk's office. LEGISTAR was actually designed with the direct input of municipal clerk and public sector personnel, to specifically fulfill their needs. In 1986 Daystar pioneered the concept of an integrated Legislative Process Workflow System for local government, as opposed to more limited agenda manager products seen lately. Although many of these other products are now attempting to catch up by adding similar functionality, LEGISTAR is the sole public sector workflow system designed from the ground up to provide completely integrated management of all aspects of city legislative workflow procedures from inception through to final disposition.

As the oldest, most experienced and tested product available, LEGISTAR clients have compiled decades of significant quantitative proof of return on investment that consistently shows payback realized within a short period of operational use and in many cases a first year return on investment of 100%. The most recent example is the Chicago Water Reclamation District which implemented the system in 2007 and documented first year savings of $225,000.

As new companies and products model themselves on LEGISTAR's comprehensive integrated workflow design, the LEGISTAR system remains the benchmark, and offers unique standard features such as:

- Enterprise wide by design - Unlimited users provides instant scalability and encourages staff use and efficiency. Never need to buy additional 'seats'.
- Integrated vacancy tracking and reporting function to track open public committee positions and allow on-line application submittal.
- A dynamically updated on-line calendar display available in list or traditional calendar format, that is user sort-able by months or years and/or any meeting bodies.
- Unattended, integrated automatic backup and disaster recovery service included as a standard part of support/maintenance.
- Support for unlimited meetings and different meeting bodies, each individually configurable by the city, including different agency logos.
- FOIA tracking information and reporting including: Sponsors, track and reporting on motions, movers, seconders, and individual votes, meeting membership and attendance, sponsored items list and much more as standard capabilities.
- Standard flexibility to configure the Web interface to be similar to the City's existing Website. This includes the Web site header appearance, graphics, fonts, skins, and messages to match the look and feel of the existing Web site.
- Complete drafting tools include file text versioning control as standard features.
- Upon approved for public access, agenda file information can be publically available on the City's Website within 10 minutes of approval for public viewing, without any other handling by staff or processing by the Clerks office or the IT department.
- Web-site RSS functions, Social Bookmarking interfacing, stored queries and automatic alerts are all standard.

- Tracks both elected and appointed memberships, their terms of office, and vacancy notification to the Web site automatically
- Allow staff and citizens to dynamically generate and print their own agenda item file text or summary reports on demand without requesting from the City or using City resources.
- Intuitive on-line dynamic linking to all related information from the agenda file. For example, staff and citizens can go to the Web site to view an agenda, then link to an agenda item, then link to the item text and supporting items, then link to sponsor of the item, then link to other meeting body memberships for that sponsor, then view any vacancy positions for those meeting bodies, then link to application and/or on-line submittal for that vacant position.

In addition to the unparalleled features and capabilities of the software components provided in this Proposal, Daystar has assembled the most talented and experienced team of workflow professionals available.

Daystar Project Staffing

Daystar is an efficient operation staffed by a multidisciplinary team of professionals with backgrounds and/or graduate degrees in computer science, public administration, retail marketing, corporate management, education, accounting, and organizational psychology.

All Daystar staff members operate out of Daystar's Chicago office located less than one mile from City Hall. Other staff members may be assigned as required, providing supporting skills depending on the task or expertise requirements needed for this project. These include customization technicians, Web specialists, database, and administrative personnel.

Sofbang Corporate Expertise and Past Experience: Sofbang specializes in delivering business-driven technology solutions that help our clients achieve strategic business objectives. We apply internet-based technologies and a "designed to change" methodology to help our clients gain a competitive advantage by growing market share, reducing cost and ultimately building for the future.

We understand that the challenges our customers face today will not be the same six months from now. Our solutions adjust and grow as our clients' needs adjust and grow. We call it designed to change. At Sofbang, we have mastered the ability to listen to our clients and capture their goals, objectives and ideas. We then translate that information into a relevant, expected solution that delivers a greater return on investment

Project Partners

In addition to Daystar's direct team of project professionals, we are utilizing the best of breed subcontracted products and services including WBE/MBE to fully meet the City of Chicago's initiatives. These highly qualified sub-contractor professionals include:

Blue Daring Corporate Expertise and Past Experience: Blue Daring is a firm that specializes in strategy and communications. Our strategy division works with companies and organizations to launch ideas, plan for the future and optimize operations. Our communications division works with organizations to make them more relevant, engaging and visible to their target audiences. We are experts in understanding how people use information on a behavioral and functional level. We use this knowledge to systematically shape data into actionable documentation and consumable intelligence.

Business Requirements and Documentation Expertise

Over the course of six years in business, Blue Daring has provided technical documentation services to the City of Chicago, the State of Illinois, the Office of Emergency Management and Communications and countless academic and private concerns. This has included the capture and documentation of business requirements, user manuals, requests for proposals, and technical reports.

Blue Daring will work with LEGISTAR to identify the Clerk's Office's key target groups, understand how they consume information, and in turn, develop user manuals and training vehicles that will facilitate their understanding, use and adoption of the LEGISTAR system.

Representative Case Study

Blue Daring worked with the State of Illinois to capture requirements for a major system implementation: http://www.bluedaring.com/about-blue-daring/case-studies/capturing-the-needs-for-a-statewide-electronic-recruiting-solution/

Granicus Video Services Partner

Granicus Corporate Expertise and Past Experience: Video interfacing will be provided by Granicus Corporation based in San Francisco, CA. Granicus currently has nearly 100 employees that are headquartered in San Francisco, CA, with remote offices in Atlanta, GA, North Port, FL, Reno, NV, and other major cities in the US.

Our unique focus has allowed us to develop many distinctive innovations related solely to the streaming of public meetings, which have helped our clients operate more efficiently, saving them time and money. The Granicus web-streaming platform integrates seamlessly to the LEGISTAR L5 Legislative Management solutions that are included in this proposal. This integrated platform provides the most comprehensive Legislative technology solution in the United States. This is evident in the cities of Miami, San Francisco, Oakland, Long Beach, Miami-Dade County, Lake County, etc.

The Granicus technology will allow the City to meet all of the requirements set forth in this RFP. This includes providing live and archived web-casts of all City Council sessions and presented in the LEGISTAR InSite web-portal. The Council meetings will be indexed by agenda item, searchable by keyword, linked to the Legislative documents, included ADA closed-captioning view, and will be linkable to the social grid.

The Granicus and Daystar relationship has existed since 2004, and our integrated technology continues to be the definition of complete legislative management for government entities. You will find this response to be comprehensive and meets and exceeds the requirements set forth.

Below are the Key Personnel that will be dedicated to this project:

OVERVIEW OF IMPLEMENTATION PLAN (RFP SECTION 5.2.5)

The implementation of a legislative management system heralds a new era of efficiency, transparency and accessibility in the administration and management of Chicago's legislative process. Daystar proposes to partner with the City Clerk to implement LEGISTAR®, our industry-leading technology solution tailored to the management of legislative documentation.

We recognize that the implementation of LEGISTAR will have a significant impact on the City Clerk's operations, staff, and the culture of interactions with other City Departments, the City Council, and Chicago residents. As such our proposed implementation combines our leading technology solution with an experienced and qualified team and implementation plan committed to facilitating change in people, not just systems.

We also recognize the Clerk's needs for an efficient and well-built solution that can not only provide a rapid return on investment (ROI), but be up and running no later than September of 2010. As such, the Daystar team recommends a phased approach which supports a quick implementation and comprehensive change management while still adhering to industry standard system configuration and development best practices.

The LEGISTAR Implementation Plan

LEGISTAR®

Industry-leading legislative management software

Strategy

Phased approach that focuses on a quick implementation and immediate results

Methodology

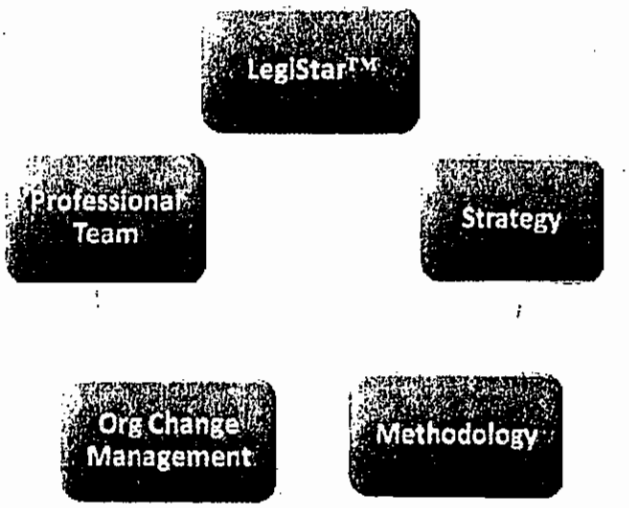
Best practices project management and planning

Organizational Change Management

Informs, engages, and empowers key staff to develop ownership and facilitate adoption

Professional Team

A team of seasoned professionals with experience both in technology and municipal government implementations.



Through the following key sections, we plan to demonstrate how our implementation plan and approach is the absolute best possible option for the City Clerk's Office.

5A Phased Strategy [Approach]
5B Project Approach and Management
5C Proposed Project Team
5D Project Plan

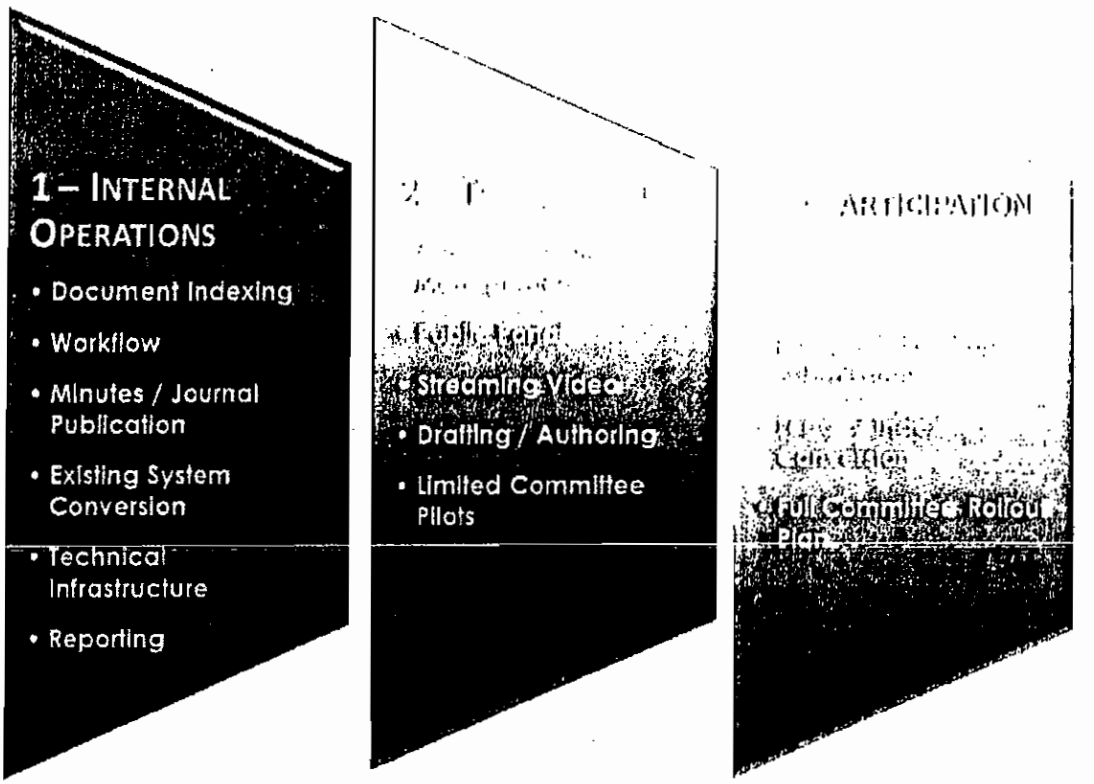
During each phase, the team will use the following steps to ensure a clear common understanding of scope and a smooth implementation.

Our full-time, local project manager will manage milestones, technical quality assurance, and the training and communications strategy with the City Clerk's designated Project Coordinator. Regular meetings and demonstrations with stakeholders will ensure that requirements are accurately reflected in the software configuration. Daystar's Chicago headquarters is also the home of its technology lab and staff that will be made available to this project.

5.2.5. A Project Approach & Methodology

Phasing Strategy

The Daystar phased approach is structured to provide early immediate benefits to the Clerk's Office without disruption to external stakeholders. Most importantly, our approach begins with establishing familiarity, comfort and confidence in the City Clerk's first in order to facilitate the buy-in and adoption that is so critical to the success of this project.



The phased approach has several advantages:

- It allows for a **results-driven, short-term implementation** of key functionality that minimizes the propensity for diminished stakeholder support and increased customer risk.
- It **allows the City Clerk staff to learn** and become comfortable with new functionality prior to exposing those features to external parties.
- It **accelerates the migration of the current document indexing system** to limit the overlap between the two solutions.
- Lessons learned during early phases regarding workflow and user adoption can be applied to later phases with more sensitive user groups.
- Willing and interested **"early adopters" of the system become champions** for further use and expansion within the user community.

Phase 1 - Internal City Clerk Operations

Goals

- Establish and validate the technical platform and new workflows within the Clerk's Office before exposure to external stakeholders.
- Empower Clerk's staff with information, training and system familiarity.
- Development of an ongoing communications plan, user training, extensive testing, and professional project management activities are included in this and each successive phase.
- The following major activities are planned for Phase One:

Phase 1 Results

- *Technical Platform*
- *Security Profiles*
- *Meta-Data Attribute Definitions*
- *Document Indexing*
- *Journal Publishing*
- *Monthly & Annual Index*
- *Oracle Index Conversion*
- *2008+ PDF Uploading*
- *Document Import/Export*
- *Audit trail tracking*
- *Reporting*
- *System Administration Training*
- *Clerk Staff Training*
- *Workflows for Internal Ops*
- *Private Web Portal*

➢ Technology Installation

During this phase, the server architecture, the database platform, and the system software will be established, certified, and connected to City Clerk infrastructure. Activities will vary based on whether the clerk chooses a hosted or in-house solution. In-house installation will require pre-requisite platform setup by the City of Chicago's technology staff prior to software installation. Regardless of the production installation approach, Daystar will provide a hosted training environment for the purpose of testing configurations and workflow scenarios while the environment is established.

➢ Rules and Security Configuration

Daystar administrators will work with City Clerk staff to define security roles, document retention settings, and custom meta-data attributes to support the requirements of the City of Chicago environment. These settings will also be integrated with custom workflow definitions.

➢ Document Indexing and Workflow Functionality

Business analysts will work with Clerk staff to translate existing internal Clerk processes into streamlined workflows that leverage the capabilities of the LEGISTAR® solution. With guidance from the City Clerk's office, the Daystar team will prioritize the rollout of functions that will relieve the Clerk's staff of the most manually intensive procedures. These workflows will be tested with Clerk staff and documented for inclusion in policy and training documentation.

➢ Data Conversion and Cutover from existing Document Indexing System

Data indices and digital documents contained in the current Oracle-based system will be converted to the new platform. This will simplify the workflow and retention activities for staff to minimize their need to maintain dual systems.

➢ Web-Portal Soft Launch

Once the existing system data has been migrated to the new platform, the new integrated web portal will make information available based on rule settings. This web portal will be available only to the internal City Clerk staff at this time. Current procedures for posting information to the existing website will remain in place until the website is launched for public use. This will allow the Clerk's staff to refine publishing and access rules during the second phase.

➢ **Internal Training for City Clerk Staff**

Extensive training will be ongoing during this phase for the City Clerk staff. Early training will allow internal staff to gain power-user skills in a secure environment prior to having external parties using the application.

Phase 2 - Transparency & Access

Goals

Introduce the use of LEGISTAR® features to support City Clerk responsibilities during City Council meetings.

Replace the existing public reference site with an integrated web portal that simplifies the publishing process.

Pilot system with strategic user ambassador group from other departments/committees.

The following major activities are planned for Phase Two:

Phase 2 Results

- *Agenda Management (clerk staff only)*
- *Calendar Management*
- *Public Meeting Calendars*
- *Website Posting*
- *Website Search & Personalization*
- *Live Minutes management*
- *Video Streaming*
- *Authoring Templates*
- *Council Meeting Support*
- *Legislative Drafting & Markups*
- *Council Committee Pilots*
- *Electronic Submission Pilots*
- *Document Retention Mgmt*
- *Physical Records Tracking*
- *Training for Clerk Staff and Pilot Participants*

➢ **Replacement of Public Document Website**

The integrated LEGISTAR® website portal will be linked to the City Clerk's website and integrated with activity within the Clerk's office. The associated web portal will have been loaded with data currently available on the existing site during Phase 1. This launch will eliminate the need for web masters to manually upload information to the website. Non-technical staff will be able to publish public documents as part of the rules based workflow process. The general public will gain faster access to information and greater search and customization features.

➢ **Agenda & Calendar Management**

The Daystar team recommends the implementation of Agenda Management features at this time, limited to City Clerk staff. This will allow the clerk staff to use the agenda template to support real-time documentation of meeting minutes. Phase Three will open the functions for wider collaboration with council members.

Online committee calendars linked to related agendas and documentation will be are automatically published to the website upon Clerk approval. This functionality is managed by the Clerk's staff in this phase to gain the skill sets necessary to support direct entry by council committees in later stages.

➢ **Streaming Video**

Video streaming will be implemented with the launch of the new public portal and the integration of the LEGISTAR® and Granicus features during the council meetings. This will allow the City Clerk staff to tie the video to the agenda and meeting events during the actual proceedings.

➢ **Authoring Workflow & Template Definitions**

This phase trains Clerk Staff on the use of authoring templates and drafting features within LEGISTAR®. In addition to advance editorial work, these features will support the real-time recording of journal proceedings by Clerk staff directly into the document management system during council meetings. This also allows the Clerk staff to develop in-house expertise prior to introducing this capability to external users.

➢ **City Council Committee Integration Pilot**

During Phase One, targeted demonstrations and presentations will introduce the project to Chicago City Council members. In Phase Two, a handful of willing council committees will be selected to pilot tighter integration between committee meeting preparation, proceedings, and post-documentation. This will allow the Clerk's office to refine procedures with a small group prior to offering similar support to a broader set of committees. Success of these pilots will generate City Council supporters that can assist in encouraging adoption of the technology by other committees and the larger council.

Phase 3 - Participation of External Stakeholders

Goals

Complete implementation of electronic authoring and submittal workflows with City Council committee stakeholders.

Assist the City Clerk's office in extending training and workflow opportunities to additional council committees and city departments.

Phase 3 Features

- *Electronic Forms*
- *Electronic Submissions*
- *Online Public Requests*
- *Multi-Entity Workflows*
- *Advanced Markup*
- *Drafting by Council Members and City Departments*
- *Conversion of non-Oracle electronic indices (spreadsheets, etc)*
- *Aldermanic / Mayoral Staff Training Sessions*

The following activities are planned for Phase Three:

➢ **Electronic Forms**

Electronic forms based on templates defined in phase 2 are made available on the internal website for additional entities. The Clerk's staff will have the ability to manage the pace of this rollout through security and workflow profiles.

➢ **Full Agenda Management**

Advanced agenda management functions will be enabled to allow authorized external entities to contribute advanced content to the agenda. The Clerk's staff will be able to manage and review this participation through workflow approval processes and security profiles.

➢ **Council Committee Workflow Streamlining**

Standards will be developed to identify the workflows and practices that can be more directly fed by the council committees themselves. This provides a roadmap for a monitored "self-service" approach for routine committee activity. The Clerk's Staff can use this plan to integrate the various committees over time.

➢ **Legacy Indices Conversion**

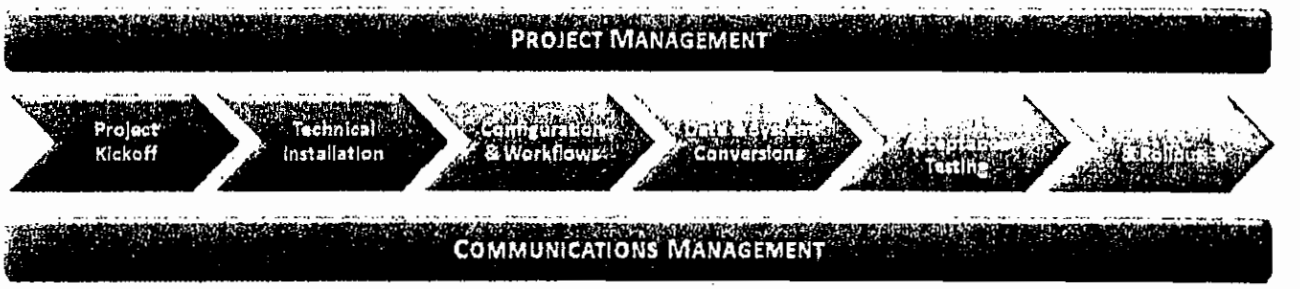
Conversion activities will translate existing non-Oracle indices stored in documents and spreadsheets into the LEGISTAR® document index. Electronic submission functionality will be opened up to support petition submission according to defined format guidelines. This will further expand the information available to the public from the City Clerk's website.

➢ **External Training**

While training will be a component of every phase, this phase will involve the most training of non-Clerk staff. Informational presentations, rollout communication tools, and hands-on training will be provided. The Daystar team will also work with designated Clerk Staff to train them to deliver on-going training.

Implementation Methodology (5.2.5 A1)

Projects that do not come in on time and within budget, are unacceptable, and reflect poorly upon any organization. With this understanding, we have defined our project management methodology on a model that combines our expertise, our people and project management processes in a structure that supports our ability to mitigate project risks and achieve our customer objectives. Our six-step methodology follows the generally accepted standards defined in the Project Management Institute's A Guide to the Project Management Body of Knowledge (PMBOK ® Guide). It is this methodology that will guide the delivery and management of each project phase for the City Clerk.



Pre-Requisites to Project Start

Prior to the official kickoff meeting, several preparatory tasks will be necessary to maximize the productivity of the on-site project team.

- *Collection of Relevant Documentation*

  The project team will require functional and technical documentation related to existing document management systems. This documentation typically includes:

  - Workflow diagrams and internal procedure documentation
  - Technical system documentation, including data models, for the current document management system.
  - Policy documentation related to publishing documentation related to council proceedings.
  - Contact lists and organizational roles for reviewing workflows and conducting training.

- *Acquisition of Server and Software Platform (In-House Hosting Only)*

  Upon project award, Daystar will provide detail specifications for necessary hardware and software platforms needed to support the proposed technical solution. Daystar technical staff will review and certify the environment once it is ready to support installation. To make the best use of project resources, this certification should be complete prior to the on-site Project Kickoff.

Project Kickoff [Step 1]

The first week of the project will consist of orientation sessions and a Project Kickoff meeting. City Clerk staff will need to provide tours and demonstrations of existing workflows and systems, including:

- Demonstration of current document management system
- Demonstration of current video streaming
- Demonstration of current Agenda and Minutes-taking processes
- Tour of City Council Chambers, specifically Clerk related facilities
- Tour of City Clerk facilities
- Tour of Technology facilities

The Daystar project team will provide demonstrations of standard features available in the proposed LEGISTAR® solution. This will include demonstrations of implementations at other large municipalities.

The project kickoff meeting will be held with both Daystar and City Clerk team members to set project expectations, review milestones, and confirm individual assignments. A regular schedule of status meetings and reporting will be established. The project team will use a website portal to track project deliverables, schedules, and issues. This tool will be demonstrated to the team members.

Technical Installation [Step 2]

Setup of the base technical environment is necessary to allow system configuration, content conversion, and customization of the document management application. The following activities and agreements will be necessary regardless of whether this environment is hosted externally or in-house at the City of Chicago.

- Hardware Platform Acquisition and Setup
- Database Platform Acquisition and Setup
- Application Server Platform Acquisition and Setup
- Connectivity & Security Setup
- Document Management Software Installation
- Remote connectivity of the project team to the current Clerk Document Management system.
- System logons and network access for project team members

Activities that will vary based on the hosted or in-house solution are outlined below. Daystar has extensive hosting experience and can have an environment available for the City of Chicago within one week's notice. In-house installation is also supported, but will rely on hardware and platform setup by City of Chicago technology staff. Daystar will certify any in-house environment prior to software installation.

Hosted Solution

- Configuration of dedicated servers for Chicago City Clerk at Daystar's hosting site.
- Installation of standard LEGISTAR® and SQL Server imaged platform.
- Secured logon provided to clerk staff.
- Definition of server and support agreement.
- Establishment of secured VPN connection in coordination with the City's IT department.
- System Admin and Help Desk Services are provided by Daystar.

In-House Solution

- Required specifications for physical servers, the Oracle 10G database platform, and connectivity are provided by Daystar as part of this proposal.
- Daystar will certify the platform readiness at the City of Chicago prior to starting configuration, workflow, and conversion activities with the City Clerk's staff.
- Daystar will provide LEGISTAR® and related software components for standard installation.
- Training of In-House System Administrator.
- Training of 4-Data as first-level help desk

Configuration and Workflow Modeling [Step 3]

Revised workflows within the City Clerk's office will be defined to both make use of the LEGISTAR® platform for document storage and indexing and to determine rules for reviews and automated workflow support. This activity will also identify any current issues or bottlenecks that can be addressed through the system model. This proposed model will include the following information:

- Recommended documentation metadata fields
- Recommended system configuration settings
- Required security profiles
- Workflow rules for document transfers, indexing, approvals and publishing
- Procedural Impacts & Diagrams
- Staff Role Impacts

The proposed models will be reviewed by designated City Clerk management. Once refinements are complete, the model will define technology, data conversion, workflow configuration, and staff training requirements.

Data & System Conversions [Step 4]

During the first phase, the existing Oracle-based document management system content will be converted to the new platform, along with the public content search website. Phase 2 will focus on integration of Video Streaming technology. Phase 3 will begin to use previously installed advanced features, and will convert existing legacy meta data files.

Conversion activities review existing systems and data content, develop technical and testing plans for conversion to the new platform, develop the conversion, and test the integrity of converted functionality and content. Each existing system will be reviewed to identify requirements for meta data conversion, index conversion, content migration, and core functionality needs.

System and Acceptance Testing [Step 5]

A Test Management Plan will identify what levels of testing will be conducted, how the testing will occur, who will participate in testing, and how issues will be tracked and resolved. Test Scripts will be outlined based as on function list derived from the requirements. Detailed test plans are then developed from the detailed design. Our team will work with stakeholders to define success factors for final acceptance testing.

The specific testing criteria will vary by the functionality implemented in each phase. In every phase, the project team will develop testing criteria and complete verification prior to access by City Clerk Staff. Testing scenarios will be reviewed in advance with the Clerk's Project Manager. Testing progress and results will be tracked on the project management website.

System Testing scenarios will be defined to test a number of aspects of the implementation, including:

- Integrity of Data Content and Meta Data Conversion
- Integrity of customized functionality
- Integrity of security role definitions
- Usability of configured workflows

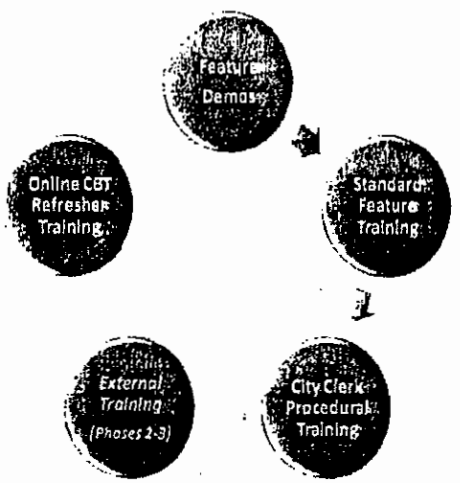
Clerk staff will then have the opportunity to conduct acceptance testing on the new features. Training will commence upon testing signoff.

User Training and Rollout [Step 6]

Phase One will contain the most significant rollout activity, as it will replace an existing system, convert operational data, and launch a new website. Successive phases will include incremental additions or enabling of functionality. Daystar will make a summary presentation of results at the completion of each phase. Training will begin at the start of each phase with standard feature demonstrations and out-of-the-box system training. As each phase progresses, the training activities will become more customized and specific to integrating this training with City Clerk workflows and policies.

At the conclusion of each phase of the project schedule, Daystar and the City Clerk's staff will evaluate the deliverables as described in that phase. Upon the consent of the City Clerk Project Manager a formal phase completion sign-off will be executed. Consent of the Project Manager will be based on satisfactory delivery and completion of that phase. Consent will not be unreasonably withheld.

In the event there are minor conditions required for completion of a particular project phase, and upon mutual consent of Daystar and City Project Managers that the conditions are not significant enough to prevent procedure to the next phase, the City Project Manager may execute a sign-off of the phase and list the aforementioned conditions to be completed prior to the end of the next phase of the schedule.



Communication Planning

The project team will work with City Clerk management to define a comprehensive communications plan to keep system users, sponsors, and external stakeholders aware of project activities. Our experience is that early and frequent communications are critical to the ultimate acceptance of a system. This is even more important in the sensitive environment of legislation documentation.

Project Management

All projects require disciplined management of scope, schedule and resources to succeed. This is especially true for public sector projects, which have complex stakeholder relationships and regulatory constraints. Our overall approach to project management uses standards incorporated in the Project Management Institute's (PMI) *Project Management Body of Knowledge®*. We tailor the use of this methodology to the relevant needs of each client project. The ongoing activities of the project manager include:

Project Planning Good managers "*plan the work*" and "*work the plan*". A detailed schedule and task plan has been developed as part of this response. The project manager will monitor the plan to ensure that activities are on schedule. Variances will be identified early and managed to adhere to project schedules.

Scope Control The most common cause for schedule slippage is "*scope creep*". The project manager will establish a procedure to identify changes to the project scope. Changes will be documented and estimated. The impact of changes will be reviewed and prioritized with the Client Manager. Accepted changes will result in amendments to the project scope stated in this proposal.

Communications The project manager will distribute a regular status report that states accomplishments for the period, the status of the project schedule, upcoming activities, and open issues and action items. The project manager will work with the Client Manager to determine the most appropriate schedule.

Reporting will be supplemented with regularly scheduled status meetings.

Team Management The project manager will coordinate project team members, skillsets, and schedules so that milestones are met in an efficient manner. The project manager will work with the technical resources to translate business priorities into sound and flexible technology components.

Project Portal A secured website portal will be provided to present project status, schedules, news, and deliverables. Named users identified by the Client Manager will be given access to this website to view team activities.

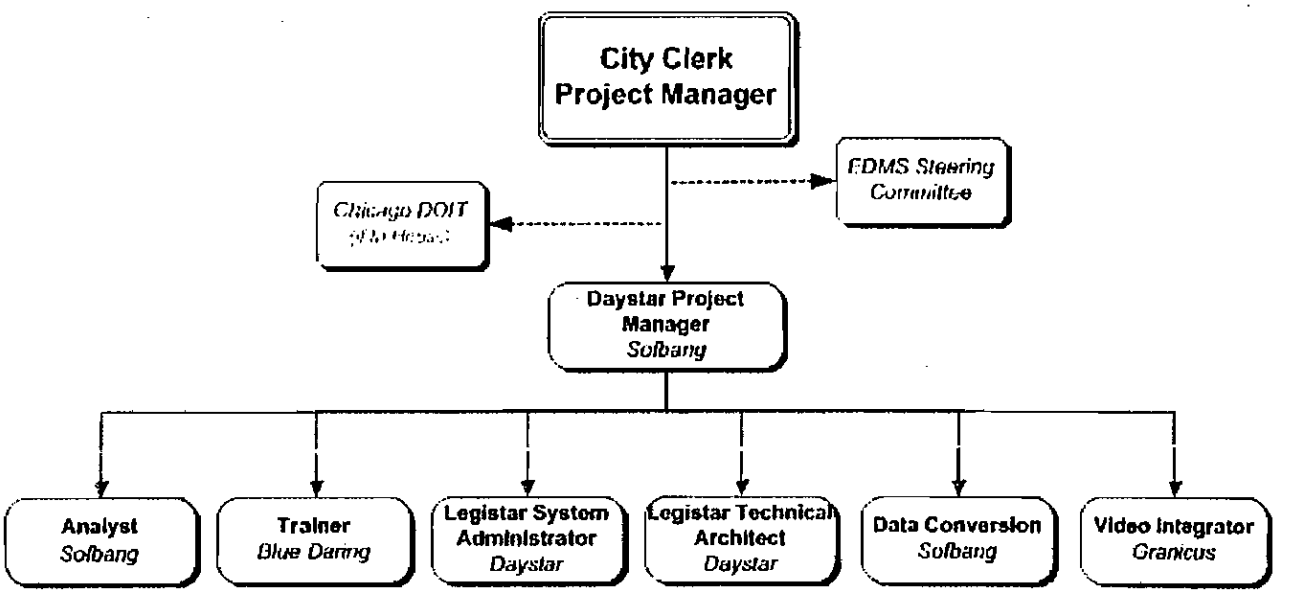
The Daystar Project Manager is ultimately responsible for overall client satisfaction and delivery of products in accordance to the schedule and final contract. The project manager will work closely with the Clerk's project manager and the project team to deliver the proposed solution within the City Clerk's critical schedule. The project manager:

- Develops and manages work plans and resource assignments
- Oversees the day-to-day work activities
- Serves as the overall communication point between the Daystar Project team and the Clerk's Office
- Prepares summary reports of the project team's weekly activities
- Holds weekly status meetings with client project manager to report on project progress, risks and issues
- Resolves any issues related to our performance
- Tracks the project team's activities against the project timeline
- Facilitates the project risk management process
- Performs task planning and management of the project team to optimize their productivity
- Addresses project resource requirements
- Manages the change control process and works with the client's project manager to resolve change management issues
- Ensures that the project team adheres to client standards
- Maintains high client satisfaction

Project Team Organization (5.2.5 A2)

Daystar is committed to the highest level of service for the Clerk's Office. We sought partners who work with the customer in mind, produce work recognized for excellence, and work well with our internal team. Two of these excellent partners are Sofbang, which is a MBE, and Blue Daring, with is a WBE/MBE. Sofbang and Blue Daring have been an integral part of the design of this proposal, already working in a team atmosphere with Daystar staff, meeting weekly as a team, with individual team member discussions on a more frequent basis.

We have built solid working relationships that will translate easily into putting the project in place. Sofbang will work on both the technical and project management side of the project, and Blue Daring will work on training and project analysis. We not only satisfy the requirements for the MBE/WBE goals, but believe this is a true partnership, forged for success. The overall project team roles and partnering firms are depicted below.



Daystar Computer Systems, Inc.

Key Role(s): Project Owner, System Author

Daystar Computer Systems is the author of the LEGISTAR®, and has provided comprehensive workflow and agenda management systems for the public sector since 1983. Daystar has had extensive experience in the design, development, installation, and support of customized office automation software for local government.

Based in Chicago Illinois, Daystar's technology and design team is easily accessible to the City Clerk of Chicago. Daystar staff will provide all technology customization and configuration tasks for the project. Daystar is committed to providing its premier product and expert team to ensure a successful implementation for its home town.

Sofbang, LLC

Key Role(s): Project Management, System Integration

Sofbang LLC is a Chicago-based technology consulting firm. Sofbang combines web-based technology expertise and business strategy capabilities to deliver thoughtful, effective solutions. Sofbang will serve to provide both a project manager and technologists who will be respectively be responsible for managing the project effectively and for the conversion of the existing Oracle-based document indexing system content to the LEGISTAR® system. Their extensive experience working with both the City Clerk's office and the City's IT department will be valuable during the environment setup and ongoing integration tasks. Sofbang is a certified Minority-owned Business Enterprise (MBE).

Blue Daring, Inc.

Key Role(s): Business Analysis, Training

Blue Daring is another Chicago-based firm. Blue Daring specializes in strategy and communications. Blue Daring's expertise lies in understanding how people use information on a behavioral and functional level. It uses this knowledge to systematically shape data into actionable documentation and consumable intelligence. Blue Daring's project analyst will serve both as the business analyst and training manager for the City Clerk project. This ensures that training is structured specifically around the custom requirements and needs collected during the information gathering sessions. Blue Daring is a certified Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE).

Granicus, Inc.

Key Role(s): Video Integration

Granicus, Inc. is a leader in the management of live and on-demand streaming media content to support and enhance public meetings. As a streaming media solution provider, Granicus supplies governing agencies with the software, hardware, infrastructure and expertise to integrate streaming media into their communications tool set. Granicus has partnered with Daystar for several implementations, and will provide video services as part of the project team.

Dedicated Resources (5.2.5 A3)

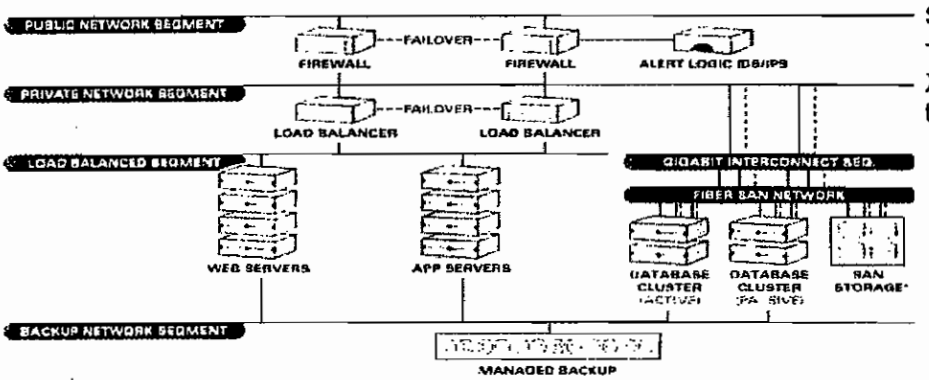
Local Resources

Daystar Computer Systems, Inc. and staff operate from the Chicago headquarters location as described in this proposal. Individual personnel resources are provided by Daystar as well as the sub-contractor services also described herein.

Daystar is providing two implementation options for a hosted or locally installed LEGISTAR software licensing. For the locally installed license option, Daystar will be installing the licensed software on the City's own server hardware. For the hosted implementation, Daystar performed an extensive search and review process for the best hosting provider available. We did several demo runs with multiple providers and found Rackspace to be the best in the following categories; Performance, Security, Support, and Reliability.

With Rackspace's 99.9% up-time guarantee, LEGISTAR is always up. On-going security assessment by Daystar is done as a standard practice, and 3rd party assessment and certification is provided to maintain Rackspace ISO 17799 compliance.

The Rackspace Data center is ISO 17799 compliant. Physical Security: Keycard protocols, biometric scanning protocols and round-the-clock interior and exterior surveillance monitor access to every one of our data centers. Only authorized data center personnel are granted access credentials to our data centers. No one else can enter the production area of the datacenter without prior clearance and an appropriate escort. Every data center employee undergoes multiple and thorough background security checks before they're hired.



Visual schematic of security architecture

Security Architecture.

Technical components in XNAME security architecture include:

- Firewall: Cisco ASA 5505
- Intrusion detection/ prevention: Stateful Packet Inspection
- Anti-malware: Managed Anti-Virus Powered by Sophos

Daystar Project Team Staffing

Daystar has compiled a team of individuals with specialized expertise in their project role. Their profiles and responsibilities are included in this section. The chart below provides a summary of full-time equivalent assignments across the three phases of this project. Each role represents one person.

Resource Type	6 Mo Base Hours	1040 FTE %
Executive Supervision	130	12.5%
Internal Administrative Support	52	5.0%
Project Manager	1040	100.0%
Trainer/Business Analyst	235	22.6%
Training Supervisor/Analyst	260	25.0%
Documentation/CBT Specialist	160	15.4%
Programmer	747	71.8%
Granicus Trainer	33	3.2%
Systems Design Architect	120	11.5%
Systems Engineer	88	8.5%

Project Manager – Catherine Dunlap

Catherine Dunlap, has a significant history with public sector and projects of this scope. This includes a number of projects for the City of Chicago as described in Ms. Dunlap's detailed resume in the previous section.

Technical Architect – Darius Tajenko

Darius Tajanko, Chief Technology Officer of Daystar, will be the Technical Architect for this project. Mr. Tajanko works out of Daystar's corporate office at 600 W Jackson Blvd in Chicago. He will allocate a portion of his time during the initial stages of the project. He can also participate in onsite meetings as needed. Mr. Tajanko has over 12 years of experience with LEGISTAR. He was responsible for designing and implementing various LEGISTAR installations throughout the country. He works regularly with large clients, such as New York, Long Beach, King County, and others. Mr. Tajanko brings to this team the necessary business knowledge and technical background to ensure that the proposed solutions will work in real life.

Trainer – Olga Franceschini

Olga Franceschini, from Blue Daring, will serve as Business Analyst and Training Manager for this project.
Ms. Franceschini has developed requirements, workflows, user documentation, and training courses for clients such as Chicago Public Schools, the Chicago Department of Public Health, the Chicago Housing Authority, and the Cook County Bureau of Automation. Ms. Franceschini has specific experience in developing training for document management projects at CDPH and the CHA. Ms. Franceschini brings subject matter expertise in business analysis and solid analytical and training development skills to our project team.

Business Analysts – Olga Franceschini and Virginia Hall

Olga Franceschini, from Blue Daring, and Virginia Hall on Daystar's staff will work together as the business analysis team for the project. This will provide the best benefits of each member respective experiences with workflow processes and the LEGISTAR system.

Resumes

Detailed resumes and summaries of experience for all proposed team members are provided in the preceding Proposal Section 5.2.4 for Professional Qualifications and Specialized Experience and Local Availability of Key Personnel.

City of Chicago Team Staffing

The project team will need dedicated resources from the City Clerk's staff to make this project a success. Anticipated roles include:

City Clerk Project Manager

The City will need to assign a Project Manager to be the coordinator and primary Chicago liaison for the project. This person should have authority to provide approval of project scheduling, customization/modification requests, tasks delivered and perform all the City-side project organization tasks. Chicago project management responsibilities include:

- Analysis and interview scheduling with City staff
- Change Authorization and Phase Sign-offs
- Oversight of testing and rollout
- Coordination of communications, scheduling and approval events.

City Clerk LEGISTAR Administrator Trainee (In-House Solution)

Chicago's LEGISTAR® Administrator will be responsible for all Workflow Settings, Base Data, Language Settings, Report Settings, Workgroup Assignments, and LEGISTAR® User Access. This person has access to all of the data stored in the LEGISTAR® data base only through the Application interface.

The LEGISTAR® Administrator should be under the authority and direction of the person or office responsible for legislative documents and information, agenda generation, meeting support, data query, and workflow management. Typically, this is the Office of the City Clerk, although it may also be the Agenda Management Office under the City Manager, or the Council President's Office. It is rarely the IT department.

City of Chicago Technology Liaison

During the course of the project, Chicago technology staff will be involved at various times during each phase. Beginning with the Analysis phase, the Daystar technical manager will work directly with a liaison designated by the Department of Innovation and Technology to determine any specific connectivity requirements regarding equipment, operating system environmental needs, and other technology related issues to support the final configuration of users and ancillary purposes. This includes the installation of the appropriate licenses as required.

Project Plan & Timetable (5.2.5 A4)

Project Planning

a. Daystar Project Management

Typically, Daystar's project manager will work directly with the City's project manager in all matters concerning this project. Daystar will schedule an on-site visit to fine-tune the requirements, maintain communication via the telephone, email and faxes.

Daystar will conduct periodic teleconference calls with Chicago's project team. During the Analysis phase of the project, Daystar will coordinate with the City's Project Manager to conduct interviews with selected staff to help define workflow and user specifications. This also serves as a good opportunity to identify bottlenecks to further reduce manual effort and inefficiencies.

Daystar will also work with Chicago staff to further identify and, where possible, address other important issues that are of particular interest for the Clerk's office, or departmental operation. Daystar staff professionals will apply their cumulative understanding of issues facing the other departments, users, and constituents and implement a system that not only meets the general requirements, but is flexible and expandable enough to adjust to the City's needs in the future.

b. Project Implementation

The Daystar Project Manager shall be the key individual responsible for the coordination of Daystar's scheduling, delivery, customization elements, reporting and other tasks related to the successful implementation of the LEGISTAR system. Daystar's Project Manager shall have the authority to make commitments and decisions that are binding on Daystar Computer Systems, Inc.

If the project temporarily halts at the City's request or if the City is not available to work on the project resulting in any significant delay, then the Daystar project manager will re-evaluate the project deliverables schedule possibly resulting in significant changes to the original project deliverables deadlines. All communications between the City and the Daystar shall be coordinated through their respective project managers. Daystar's Project Manager shall be responsible for:

- Providing periodic updates to the work plan, as needed. Changes to the work plan are subject to approval by the City.
- Providing periodic updates to the project schedule, as needed. Project schedule changes are subject to approval by the City.
- Submitting periodic project status reports detailing progress toward fulfilling objectives in the work plan and its project schedule, and highlighting items on the critical path.
- Coordinating project resources and work so that milestones are met in an efficient manner. Tasks will be laid out to minimize implementation time and cost while taking into consideration resource and time constraints, such as City staff availability.
- Attending periodic conference call and on-site status and project meetings as mutually determined by Daystar and City project managers.
- Coordinating analysis and training schedules with the City project manager.

c. Daystar Project Management

Daystar will assign a LEGISTAR Project Manager to work with the City to make sure that the project is completed successfully and in a reasonable time frame. Daystar will gather preliminary information and samples and will then send a team of specialists on-site. Depending on the scope of the project and the experience of the team members assigned, the installation team may be made up of one to three members made up of project management, trainer, or technical staff as needed.

d. Phase Acceptance

At the conclusion of each phase of the project schedule, Daystar and City Project Managers will evaluate the deliverables as described in that phase. Upon the consent of the City Project Manager a formal phase completion sign-off will be executed. Consent of the Project Manager will be based on satisfactory delivery and completion of that phase. Consent will not be unreasonably withheld.

In the event there are minor conditions required for completion of a particular project phase, and upon mutual consent of Daystar and City Project Managers that the conditions are not significant enough to prevent procedure to the next phase, the City Project Manager may execute a sign-off of the phase and list the aforementioned conditions to be completed prior to the end of the next phase of the schedule.

e. Documentation

Daystar provides its documentation in digital form and permits the City to reproduce the manual and material entirely or in sections as needed. This allows the City to print just those sections that may be appropriate for a particular staff member or task assignment. In addition, it has been our experience that the cost associated with the City's printing of the documentation is substantially less than the cost of the documentation if provided by Daystar. However, if the City desires Daystar to provide printed documentation, then Daystar will provide a cost quote upon request.

f. Chicago Project Implementation

During the course of the project, Chicago technology staff will be involved at various times during each phase. Beginning with the Analysis phase, the Daystar technical manager will work directly with the City IT staff to determine any specific hardware requirements regarding equipment, operating system environmental needs, and other technology related issues to support the final configuration of users and ancillary purposes.

However, typically, there is relatively little overhead time or resources required of the City IT department, beyond initial involvement with equipment purchase and network setup as needed. Daystar will be installing the LEGISTAR system remotely via Internet access to the appropriate system server. On-going technical support will be provided by Daystar as needed during each supplemental phase of the project.

g. Chicago Project Management

General - The City will assign a Project Manager to be the coordinator and primary Chicago liaison for the project. This person should have authority to provide approval of project scheduling, customization/modification requests, tasks delivered and perform all the City-side project organization tasks. Chicago project management responsibilities include:

- Analysis scheduling with City staff
- Document and worksheet completion and reply
- Phase approvals
- Coordinate training room and staff training schedule with Daystar project management
- Oversee and approve testing and rollout
- Coordinate all other communications, scheduling and approval events.

City LEGISTAR Administrator - Chicago's LEGISTAR Administrator is responsible for all Workflow Settings, Base Data, Language Settings, Report Settings, Workgroup Assignments, and LEGISTAR User Access. This person has access to all of the data stored in the LEGISTAR data base only through the Application interface. The LEGISTAR Administrator should be under the authority and direction of the person or office responsible for legislative documents and information, agenda generation, meeting support, data query, and workflow management. Typically, this is the Office of the City Clerk, and is rarely the IT department.

The LEGISTAR Administrator is not required to be associated with any Windows System Administrator account. The LEGISTAR administrator only needs the necessary permissions to run LEGISTAR through the application, like any other user running LEGISTAR. If the system is installed locally on the City's own server, the Network/Database System Administrator (see below) does not need to be a LEGISTAR user or LEGISTAR Administrator to perform the functions for which he is responsible. In most installations there are two or at most three persons with the training and authorization to perform LEGISTAR Administration functions.

Ongoing City Technical Administration (local licensing option) For the locally installed license option, the system administrator is typically trained to perform backup tasks, and on occasion, there may be a need for the City technical representative to communicate or otherwise assist Daystar's support personnel. In the event of a major hardware failure that would necessitate a data base recovery, Daystar would, as part of its software support, provide on-line technical assistance to assist in the recovery and diagnostics.

Project Scheduling/Timetable

Chicago City Clerk EDMS - Project Summary

Name	Start	End	Days
Project Management	**2/1/2010**	**9/1/2010**	**153**
	2/1/2010	2/1/2010	1
start overhead	*2/1/2010*	*2/1/2010*	*0*
Project Management General	2/1/2010	9/1/2010	153
CBT Module Development	2/1/2010	5/14/2010	75
overhead complete	*9/1/2010*	*9/1/2010*	*0*
Phase 1 - Clerk Operations	**2/1/2010**	**4/14/2010**	**53**
Notice to Proceed	*2/1/2010*	*2/1/2010*	*0*
Ongoing Communications	**2/15/2010**	**4/12/2010**	**41**
Start Ongoing Communications	*2/15/2010*	*2/15/2010*	*0*
Brown Bag Tip Sessions	2/15/2010	4/9/2010	40
Newsletters & Presentations	3/18/2010	4/12/2010	18
Workgroup Meetings	3/11/2010	3/26/2010	12
Standing Meetings, Status, Misc	3/18/2010	4/1/2010	11
Ongoing Comm Complete - Phs 1	*4/12/2010*	*4/12/2010*	*0*
Tech Setup - Hosted	**2/1/2010**	**2/3/2010**	**3**
*** Start Tech Setup*	*2/1/2010*	*2/1/2010*	*0*
Setup Hosted Sandbox Env	2/1/2010	2/1/2010	1
Confirm Hosting Rqmts with Chicago	2/1/2010	2/1/2010	1
Establish Dedicated Hosting	2/2/2010	2/2/2010	1
Install Product Suite	2/1/2010	2/1/2010	1
Setup Clerk Connectivity	2/3/2010	2/3/2010	1
Tech Setup Complete	*2/3/2010*	*2/3/2010*	*0*
Project Kickoff	**2/3/2010**	**2/15/2010**	**9**
Start Kickoff Week	*2/3/2010*	*2/3/2010*	*0*
Product Demonstrations	2/4/2010	2/5/2010	2
Project Procedures Review	2/3/2010	2/8/2010	4
Priority Workflows Review	2/4/2010	2/9/2010	4
Clerk Tours	2/3/2010	2/4/2010	2
Kickoff Presentation	2/15/2010	2/15/2010	1
Establish Clerk Workgroup	2/3/2010	2/10/2010	6
Kickoff Complete	*2/15/2010*	*2/15/2010*	*0*
Meta Data Attribute Config	**2/15/2010**	**2/26/2010**	**9**
Begin Attrib Config	*2/15/2010*	*2/15/2010*	*0*
Cross Reference existing Meta Data to Std Fields	2/16/2010	2/25/2010	8
Conduct Workgroup meetings to identify extra fields	2/19/2010	2/23/2010	3
Setup draft version in sandbox	2/16/2010	2/17/2010	2
Draft Clerk Config Document - Attrib Chapter	2/25/2010	2/26/2010	2
Attrib Config Complete	*2/26/2010*	*2/26/2010*	*0*
Security Config	**2/15/2010**	**3/11/2010**	**18**
Start Security Config	*2/15/2010*	*2/15/2010*	*0*
Prepare Questionaire	2/17/2010	3/2/2010	10
Demonstration to Workgroup	3/11/2010	3/11/2010	1
Review Feedback from Workgroup & Survey	3/2/2010	3/5/2010	4
Draft Security Policy Doc	3/5/2010	3/9/2010	3

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Chicago City Clerk EDMS - Project Summary

Name	Start	End	Days
Review Draft Policy	2/17/2010	3/11/2010	17
Implement in Sandbox	2/17/2010	3/10/2010	16
Phase 1 Security Complete	*3/11/2010*	*3/11/2010*	*0*
Workflow Rvw & Config	**2/15/2010**	**3/10/2010**	**17**
Start Workflow Analysis	*2/15/2010*	*2/15/2010*	*0*
Core Processes (8) - Observe / Interview	2/16/2010	2/22/2010	5
Review supporting documentation	2/22/2010	2/26/2010	5
Draft future workflows	2/18/2010	2/25/2010	6
Review Draft with Workgroup	3/1/2010	3/2/2010	2
Refine Workflow and Configure in Sandbox	3/3/2010	3/5/2010	3
Test Workflow with Samples	3/3/2010	3/9/2010	5
Test Workflow with Workgroup reps	3/8/2010	3/10/2010	3
Workflow Setup Complete	*3/10/2010*	*3/10/2010*	*0*
Oracle System Conversion	**2/15/2010**	**3/23/2010**	**26**
Develop Conversion	*2/15/2010*	*2/15/2010*	*0*
Conduct Analysis of Current System	2/23/2010	2/26/2010	4
Document Data Conversion Design	3/1/2010	3/4/2010	4
Design Review	2/16/2010	3/23/2010	26
Develop Metadata Conversion Scripts	2/16/2010	2/22/2010	5
Develop Document Upload Conversion Scripts	3/11/2010	3/15/2010	3
Test Conversion in Sandbox	3/5/2010	3/10/2010	4
Current Sys Conversion Ready	*3/23/2010*	*3/23/2010*	*0*
Testing	**3/2/2010**	**3/19/2010**	**13**
Test Planning Begins	*3/2/2010*	*3/2/2010*	*0*
Develop Test Plan	3/3/2010	3/5/2010	3
Testing Begins	*3/11/2010*	*3/11/2010*	*0*
Test Workflows	3/12/2010	3/15/2010	2
Test Config	3/12/2010	3/17/2010	4
Test Conversion	3/15/2010	3/16/2010	2
Test Corrections	3/15/2010	3/18/2010	4
Acceptance Testing Begins	*3/18/2010*	*3/18/2010*	*0*
Clerk Staff Testing	3/18/2010	3/19/2010	2
Testing is Complete - Phs 1	*3/19/2010*	*3/19/2010*	*0*
Develop Training Curriculum	**2/15/2010**	**3/26/2010**	**29**
Start Training Materials	*2/15/2010*	*2/15/2010*	*0*
Training Plan	3/9/2010	3/12/2010	4
Customize Standard Training	3/12/2010	3/16/2010	3
Develop Custom Workflow Training	2/23/2010	3/17/2010	17
Review Materials	2/18/2010	3/26/2010	27
Training Materials Complete - Phs 1	*3/26/2010*	*3/26/2010*	*0*
Training Activities	**3/19/2010**	**4/7/2010**	**14**
Start Training Sessions	*3/19/2010*	*3/19/2010*	*0*
3 Half Day Sessions - Std Training	3/29/2010	4/7/2010	8
2 Day Custom Training - 3 Sessions	3/19/2010	4/2/2010	11
Finish Phase 1 Training	*4/7/2010*	*4/7/2010*	*0*

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Chicago City Clerk EDMS - Project Summary

Name	Start	End	Days
Rollout	**4/7/2010**	**4/14/2010**	**6**
Start Phase 1 Rollout	*4/7/2010*	*4/7/2010*	*0*
Soft Launch Public Site	4/7/2010	4/14/2010	6
Configure Production	4/7/2010	4/8/2010	2
Convert Oracle Data	4/7/2010	4/12/2010	4
Walkthru with Clerk Staff for Week 1	4/7/2010	4/13/2010	5
Phase 1 Complete	*4/14/2010*	*4/14/2010*	*0*
Phase 2 - Transparency	**4/7/2010**	**6/24/2010**	**56**
Start Phase 2	*4/7/2010*	*4/7/2010*	*0*
Ongoing Communications	**4/7/2010**	**6/24/2010**	**56**
Start Phase 2 Comm	*4/7/2010*	*4/7/2010*	*0*
Brown Bag Tip Sessions	5/3/2010	5/6/2010	4
Newsletters & Presentations	5/4/2010	6/24/2010	38
Standing Meetings, Status, Misc	4/15/2010	6/15/2010	44
Aldermanic Meetings	5/4/2010	6/23/2010	37
Ongoing Comm Complete	*6/24/2010*	*6/24/2010*	*0*
Tech Setup - Video	**4/7/2010**	**4/20/2010**	**9**
Start Video Startup	*4/7/2010*	*4/7/2010*	*0*
Video Streaming	4/13/2010	4/20/2010	6
Video Startup Complete	*4/20/2010*	*4/20/2010*	*0*
Formal Website Config	**4/7/2010**	**4/20/2010**	**9**
Setup Website for Prod	*4/7/2010*	*4/7/2010*	*0*
Look and Feel	4/13/2010	4/20/2010	6
Search & Personalization	4/14/2010	4/16/2010	3
Link with Clerk Main Site	4/16/2010	4/16/2010	1
Website Ready	*4/20/2010*	*4/20/2010*	*0*
Adenda Mgmt Config	**4/7/2010**	**5/10/2010**	**23**
Start Agenda Design	*4/7/2010*	*4/7/2010*	*0*
Demonstration to Workgroup	4/16/2010	5/10/2010	17
Configure Agenda Templates	4/12/2010	4/29/2010	14
Configure Commitee Calendars	4/29/2010	5/3/2010	3
Design & Model Workflows	4/20/2010	5/5/2010	12
Review & Refine Flows with Group	5/5/2010	5/7/2010	3
Agenda & Calendar Setup Cmpl	*5/10/2010*	*5/10/2010*	*0*
Phase 2 Workflows	**4/7/2010**	**4/27/2010**	**14**
Start Workflow Analysis	*4/7/2010*	*4/7/2010*	*0*
Core Processes (4) - Observe / Interview	4/12/2010	4/16/2010	5
Committee Workflow Reviews	4/14/2010	4/21/2010	6
Draft future workflows	4/20/2010	4/23/2010	4
Review Draft with Workgroup	4/23/2010	4/27/2010	3
Workflow Setup Complete	*4/27/2010*	*4/27/2010*	*0*
Launch Commitee Pilot	**5/10/2010**	**6/9/2010**	**23**
Prep for Pilot Launch	*5/10/2010*	*5/10/2010*	*0*
Verify Proposed workflow with Committee	6/1/2010	6/3/2010	3
Setup Config and logons	5/10/2010	6/7/2010	21

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Chicago City Clerk EDMS - Project Summary

Name	Start	End	Days
Document Procedure Guide	5/28/2010	6/1/2010	3
Monitor progress	5/10/2010	6/9/2010	23
Pilot has started	*6/9/2010*	*6/9/2010*	*0*
Testing	**4/27/2010**	**5/21/2010**	**18**
Test Planning Begins	*4/27/2010*	*4/27/2010*	*0*
Develop Test Plan	4/28/2010	5/3/2010	4
Testing Begins	*5/10/2010*	*5/10/2010*	*0*
Test Agenda & Calendar Flows	5/10/2010	5/14/2010	5
Test Website	5/10/2010	5/14/2010	5
Test Council Meeting Functions	5/10/2010	5/20/2010	9
Test Committee Functions	5/10/2010	5/18/2010	7
Acceptance Testing Begins	*5/20/2010*	*5/20/2010*	*0*
Clerk Staff Testing	5/20/2010	5/21/2010	2
Testing is Complete - Phs 1	*5/21/2010*	*5/21/2010*	*0*
Develop Training Curriculum	**4/7/2010**	**5/28/2010**	**37**
Develop Training Materials	*4/7/2010*	*4/7/2010*	*0*
Agenda & Calendar Training Design	4/22/2010	4/27/2010	4
Council Meeting Activities Design	4/27/2010	5/4/2010	6
Authoring & Markup Training Design	4/30/2010	5/4/2010	3
Committee Pilot Training Design	4/21/2010	5/28/2010	28
Website & Video Training Design	4/8/2010	5/5/2010	20
Training Materials Complete Phs 2	*5/28/2010*	*5/28/2010*	*0*
Training Activities	**5/24/2010**	**6/16/2010**	**17**
Start Training Sessions - Phs2	*5/24/2010*	*5/24/2010*	*0*
3 Half Day Sessions - Std Training	5/27/2010	6/16/2010	15
2 Day Custom Training - 3 Sessions	5/25/2010	6/11/2010	14
Committee Custom Training - 2 Sessions	5/26/2010	6/15/2010	15
Phase 2 Training Complete	*6/16/2010*	*6/16/2010*	*0*
Rollout	**6/16/2010**	**6/24/2010**	**7**
Start Phase 1 Rollout	*6/16/2010*	*6/16/2010*	*0*
Cutover to Production Website	6/16/2010	6/23/2010	6
Configure Production	6/16/2010	6/18/2010	3
Walkthru with Clerk Staff for Week 1	6/16/2010	6/22/2010	5
Phase 2 Complete	*6/24/2010*	*6/24/2010*	*0*
Phase 3 - External Participation	**6/24/2010**	**9/8/2010**	**54**
start Phase 3	*6/24/2010*	*6/24/2010*	*0*
Ongoing Communications	**7/1/2010**	**9/8/2010**	**50**
Standing Meetings, Status, Misc	7/1/2010	7/6/2010	4
Clerk Presentation for ongoing integration	8/13/2010	9/8/2010	19
Workgroup meetings	8/4/2010	9/2/2010	22
Compl Communications	*9/8/2010*	*9/8/2010*	*0*
Electronic Forms & Submittals	**6/24/2010**	**7/8/2010**	**10**
Start E-Forms	*6/24/2010*	*6/24/2010*	*0*
Requirements Gathering	6/25/2010	6/29/2010	3
Develop Templates for new Forms	6/25/2010	6/25/2010	1

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Chicago City Clerk EDMS - Project Summary

Name	Start	End	Days
Setup Public Submission Forms	6/25/2010	7/1/2010	5
Define Standards for Submission formats	6/25/2010	7/5/2010	7
Enhance Public & Internal Websites for Forms	6/25/2010	7/8/2010	10
Complete E-Forms	*7/8/2010*	*7/8/2010*	*0*
Committee Workflow Standards	**6/24/2010**	**8/4/2010**	**29**
Start Committee Standards	*6/24/2010*	*6/24/2010*	*0*
Review results from Committee Pilot	8/2/2010	8/4/2010	3
Draft Commitee Model & Standards	7/12/2010	7/19/2010	6
Review Draft in Workgroup Sessions	7/19/2010	7/26/2010	6
Revise & Publish Model for Committees	7/26/2010	8/2/2010	6
Committee Stds Cmpl	*8/4/2010*	*8/4/2010*	*0*
Advanced Markup & Drafting	**6/24/2010**	**7/29/2010**	**25**
Start Markup Flows	*6/24/2010*	*6/24/2010*	*0*
Rqmts Gathering	7/6/2010	7/22/2010	13
Markup Workflow Setup	7/22/2010	7/26/2010	3
Drafting Template Setup	6/28/2010	7/28/2010	23
Prsent drafts to Workgroups	7/8/2010	7/29/2010	16
Refine Drafts	7/14/2010	7/16/2010	3
Markup Flows Cmpl	*7/29/2010*	*7/29/2010*	*0*
Legacy Index Conversion	**6/24/2010**	**8/16/2010**	**37**
Testing (phs 3)	**8/16/2010**	**8/30/2010**	**11**
Start Testing	*8/16/2010*	*8/16/2010*	*0*
Test Plan Development	8/16/2010	8/20/2010	5
Drafting & Workflow Testing	8/16/2010	8/23/2010	6
E-Forms Testing	8/16/2010	8/26/2010	9
Data Conversion Testing	8/19/2010	8/30/2010	8
Phase 3 Testing Complete	*8/30/2010*	*8/30/2010*	*0*
Training (phs 3)	**7/26/2010**	**8/30/2010**	**25**
Start Training Development	*7/26/2010*	*7/26/2010*	*0*
New Training Module for E-Forms	8/4/2010	8/6/2010	3
New Training Module for Standards	8/6/2010	8/9/2010	2
New Training Module for Markups & Drafting	7/29/2010	8/3/2010	4
Start Training	*8/9/2010*	*8/9/2010*	*0*
Conduct New Training Modules - 3 sessions, 6 hours e	8/9/2010	8/25/2010	13
Skills Transfer to Internal Trainer	8/25/2010	8/30/2010	4
Conduct Std Training for Newer Committees	8/9/2010	8/16/2010	6
Training is Complete	*8/30/2010*	*8/30/2010*	*0*
Phase 3 Rollout	**8/30/2010**	**9/8/2010**	**8**
Start Phase 3 Rollout	*8/30/2010*	*8/30/2010*	*0*
Upload Index Conversion	8/30/2010	8/30/2010	1
Complete Operational Standards Document	8/30/2010	9/3/2010	5
Final Presentation Sessions	8/30/2010	9/7/2010	7
Phase 3 Complete	*9/8/2010*	*9/8/2010*	*0*
	2/1/2010	9/8/2010	

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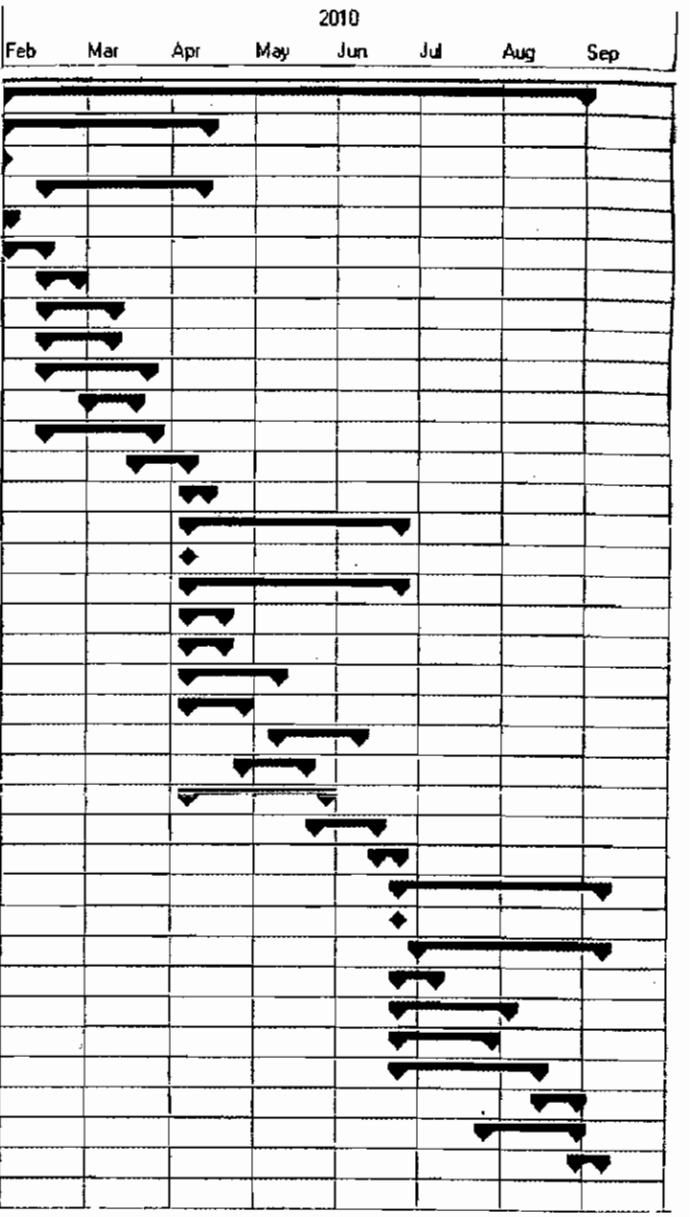
Schedule

ID	Task	Start	Finish
	Project Management	2/1/2010	9/1/2010
	Phase 1 - Clerk Operations	2/1/2010	4/14/2010
	Notice to Proceed	2/1/2010	2/1/2010
	Ongoing Communications	2/15/2010	4/12/2010
	Tech Setup - Hosted	2/1/2010	2/3/2010
	Project Kickoff	2/3/2010	2/15/2010
	Meta Data Attribute Config	2/15/2010	2/26/2010
	Security Config	2/15/2010	3/11/2010
	Workflow Rvw & Config	2/15/2010	3/10/2010
	Oracle System Conversion	2/15/2010	3/23/2010
	Testing	3/2/2010	3/19/2010
	Develop Training Curriculum	2/15/2010	3/26/2010
	Training Activities	3/19/2010	4/7/2010
	Rollout	4/7/2010	4/14/2010
	Phase 2 - Transparency	4/7/2010	6/24/2010
	Start Phase 2	4/7/2010	4/7/2010
	Ongoing Communications	4/7/2010	6/24/2010
	Tech Setup - Video	4/7/2010	4/20/2010
	Formal Website Config	4/7/2010	4/20/2010
	Adenda Mgmt Config	4/7/2010	5/10/2010
	Phase 2 Workflows	4/7/2010	4/27/2010
	Launch Commitee Pilot	5/10/2010	6/9/2010
	Testing	4/27/2010	5/21/2010
	Develop Training Curriculum	4/7/2010	5/28/2010
	Training Activities	5/24/2010	6/16/2010
	Rollout	6/16/2010	6/24/2010
	Phase 3 - External Participati	6/24/2010	9/8/2010
	start Phase 3	6/24/2010	6/24/2010
	Ongoing Communications	7/1/2010	9/8/2010
	Electronic Forms & Submittals	6/24/2010	7/8/2010
	Committee Workflow Standards	6/24/2010	8/4/2010
	Advanced Markup & Drafting	6/24/2010	7/29/2010
	Legacy Index Conversion	6/24/2010	8/16/2010
	Testing (phs 3)	8/16/2010	8/30/2010
	Training (phs 3)	7/26/2010	8/30/2010
	Phase 3 Rollout	8/30/2010	9/8/2010



Local Licensing Implementation Option

An onsite installed solution requires additional implementation steps:

- The configuration of the onsite application environment which typically includes two instances
- Connection to customer storage infrastructure
- Creation and implementation of deployment and configuration management processes
- Additional testing and quality assurance of the overall environment
- Additional project management of the implementation and delivery

The onsite installed option typically extends a project timeline an additional 3 – 4 weeks to account for configuration, testing and rollout to the end users.

Scope by Phase

Using the Business Process Overview included in the RFP as Exhibit 18 as a guide, the following business processes will be incorporated into Phase I.

Phase 1	Phase 2	Phase 3
1.1 Index Referred Matters. During Phase I, Research and Indexing staff will continue to stamp and copy documents as outlined in the Overview. However, they will use LEGISTAR® to capture the general information for every introduced matter (regardless of whether it was introduced by the Aldermen, City Clerk, or the Mayor). The key benefits in this phase include: *every matter will be available to be tracked all the way through the legislative process in LEGISTAR®* *referrals made can be used to generate Committee agendas for City Council* *the referred matter packets (created as .pdf documents by Research and Indexing) can be attached to the committee agendas* **1.2 Index Referred Matters – Ward Matters.** All submissions would be entered into LEGISTAR® with all data currently captured on the tag card. **1.3 Index Passed Matters.** Documents continue to get their stamps for signature, but the status of all passed matters will be tracked in LEGISTAR®. **1.4 Create Monthly Index of Legislation.** LEGISTAR® will provide the monthly index for review and mark-up. **1.5 Create Monthly Conversion Chart Report.** LEGISTAR® can create this report provided the Journal pages of passed legislation are stored in LEGISTAR®. **1.7: Create Annual Index of Legislation.** This report can be generated from LEGISTAR®. **1.9 Committee Filing and Posting.** Even while paper records are still being kept for all committee activity, the actions take on each matter can be recorded in LEGISTAR® so that an accurate agenda for the next committee or council meeting can be generated. Committee summaries and monthly activity reports can be scanned or attached directly to LEGISTAR® database if they are submitted electronically. Lists and Calendars can be generated directly from LEGISTAR® and updated as changes are made.	**1.1 Index Referred Matters.** During Phase II, introduced legislation would be scanned instead of copied multiple times, attached to the LEGISTAR® record, and available online in the LEGISTAR® system and be available online via the Clerk's website. **2.1 Initial Markup – Referred Matters.**	**8 Research Requests.** This process can be streamlined because all electronic information is now in one single source. If a research request can be answered from the LEGISTAR® database, it now becomes a self-service option via the web site, and Clerk staff will no longer need to perform these requests for the public. They would only need to research requests for documents that pre-date what is stored in the database or if the database record is not detailed enough to meet the request.

Change Order Process (5.2.5 A5)

In most cases changes to the anticipated functional or report operations of the system may be addressed through LEGISTAR's configuration settings. Where a Change Order is indicated, then:

1) The City Project Manager and Daystar Project Manager will identify and mutually describe the required change at the periodic project management meetings, or the City Project manager will email the requested change to the Daystar Project Manager for review.
2) Daystar Project Manager will review the change requirement to determine if the requested change is a configuration setting or adjustment within the user or Administration settings of the system. If the change is a configuration setting, the Daystar Project manager will confirm the request via email or meeting notation and the configuration change will be provided at no cost.
3) If the change is not a configuration setting adjustment, the Daystar Project Manager will determine if the change is within the description and scope of the contracted system description and available programming allowance.
   a) If so, then a written change order will be prepared by the Daystar Project Manager describing the requested change in detail. The City Project manager will review the change order for accuracy and completeness of the change specification. The Daystar Project Manager will provide any clarification requested by the City Project Manager. The City Project Manager will sign an approval to proceed.
   b) If not, then a written customization work order will be prepared by the Daystar Project Manager describing the requested change in detail. This will include the estimated time and cost associated with the work to be done. The City Project manager will review the work order for accuracy and completeness of the change specification.

      The Daystar Project Manager will provide any clarification requested by the City Project Manager. The City Project Manager will determine and confirm availability of additional funding required or other internal approval and sign the work order to proceed. Unless the customization is mutually determined to be mission critical, work order customizations will be provided as a post implementation project and prioritized as mutually agreed to. This makes certain that the customizations meet the City's exact requirements and that the requested changes, testing and integration time does not affect rollout of the contracted system
4) Daystar and City Project Managers will mutually determine functional verification or a test plan if required.
5) The Daystar Project Manager will evaluate and determine if the change will impact the phase delivery timetable and inform the Chicago Project Manager.
6) No work will be initiated until written authorization is received from the City Project Manager.
7) Upon completion of the change, the City Project Manager will execute a written approval of the requested change, and Daystar will submit a detailed invoice for the work order if appropriate.
8) Customizations will be registered and maintained under the annual Subscription or Software Maintenance and Support contract for the City of Chicago.

Post-Implementation Review & Support (5.2.5 A6)

During the Training and Rollout phases the City Project Manager will be able to monitor the effectiveness of the training and get a good feel for the full capabilities of the LEGISTAR system. Following this phase, the City may wish to consider supplemental training events or to expand or modify some functionality.

Training Review - Daystar and the City Project Managers will review of the effectiveness of the training, the skills gained by the different levels of users, and the possibility of training other users that may not have been considered originally. Daystar will discuss and identify possible supplemental training or help desk services that may be desired.

Enhancement Review - Daystar's Project Manager may conduct a post-installation review of the system with Chicago and identify possible additional enhancements or other LEGISTAR application module considerations that will allow the City to optimize the performance and return on its LEGISTAR investment.

Post-Installation Enhancements - If the City has identified any enhancements, program adjustments or other changes that it may desire, the Daystar Project Manager will define the specifications with the City and assist in preparing supplemental work-orders following delivery finat acceptance of the originally contracted system.

Post installation Enhancements are incorporated into Daystar's standard release schedule and implemented as a product update. This process allows for the appropriate amount of testing and integration time and does not interfere with rollout of the contracted system. In addition, the enhancements can then be registered with the application version tracking protocols and product maintenance plan.

Remote System Administration Management

In addition to those services described in the Annual Subscription or Maintenance Agreement, Daystar can also provide the following remote administration services as part of the on-going annual Support program at no extra cost. These services would include:

- Adding or deleting staff members, officials and office information,
- Modifying and maintaining database security information,
- Maintenance of user security groups and permissions,
- Maintenance of existing or new committees or other meeting bodies,
- Maintenance of all workflow and system administration tables,
- Assistance to City IT staff related to database back-up procedure.

Quality Control Methodology (5.2.5 A7)

To maintain a very high level of quality control, Daystar has exhaustive testing procedures that it has been following for years. It combines the following phases for its product development lifecycle:

- Beta Code Review
- Beta Unit Testing
- Beta System Testing
- Production Code Review
- Production Unit Testing
- Production System Testing

We also have two methodologies for testing (Automated and Manual QA).

1) In our automated process we use Microsoft Visual Studio 2005 Team Edition for Software Testers with different built-in automated use case scenarios. These automated tests are run after each major Beta build, and results are checked for accuracy and deficiencies.
2) Once the automated testing process has been completed and approved the system is released to our QA department which manually tests the program using standard testing methodologies and user test driven use cases.

This proven comprehensive testing model described above promotes value, quality, and completeness of requirements.

5.2.5. B Application Software & Environment

Daystar is proposing the following products and detailed description:

- LEGISTAR v5.0
- InSite v2.0
- L5 Approval Tracking Module
- L5 On-line Submittal Module
- L5 MediaMatch Service
- L5 Matrix Disaster Recovery Service
- Granicus Video Management Service

A detailed description of all component functionality is included below in this section 5.B. All proposed software adheres to Exhibit 12 and Exhibit 11 and incorporates the following software features:

1. Administrative Tool to monitor the application - LEGISTAR has an administrative log that tracks all changes to the system (different than the user audit trail). This tool also allows an administrator to see who is logged into the application at any given time.

The Granicus MediaManager gives administrators a view into system log information. The main interface allows you to see a summary of log and audit information. This view can be filtered by:

- Auditing information
- Information logs
- Warning logs
- Error logs
- Max number of entries
- Start date
- End date

Clicking on any log row will give full details of the log.

2. Audit Trail Capabilities - LEGISTAR has a complete audit log that tracks all user activity in the system with a time stamp. It logs who and when did what to any information in the system. Granicus Audit Trails are a functionality of the Administrative interfaces described above

3. Data Archiving - By design, LEGISTAR is a data management system and does not need data archiving because of its efficient database architecture. Also, LEGISTAR provides unlimited storage so archiving is not needed to adhere to any storage limitations. However, if data archiving is still desired, LEGISTAR allows for archiving of data into separate databases that can be access by the system independently. Furthermore, the system has various metadata fields that allow the specification of record expiration.

   Included in Granicus Managed Services is the storage of media at the Granicus MediaCenter. All media files are stored and distributed from within the Granicus managed infrastructure, the Granicus MediaCenter. Within MediaCenter, a cluster of Granicus MediaServers leveraging Microsoft Windows Media Services maintains a copy of all media content.

4. Data import/export capabilities - Data can be imported into LEGISTAR either by the user through standard attachment functionality or by system integrators with the help of LEGISTAR SDK (XML Web services). Data can be exported from LEGISTAR either through system reports (to a variety of formats) or through the SDK.

   The Proposed Granicus component has included the capability to import Agenda data into Granicus, and Export Minutes Data from Granicus. This allows for the two systems to be seamlessly integrated via the Granicus MediaManager API.

5. Migration from current legislative system - LEGISTAR team can migrate data from virtually any system. We have extensive experience with one-off data migrations from legacy systems (such as scanned images of historical legislation), our competitors' systems, or from any other data structure. We can provide examples as all of these projects' results are available online.

   There is no indication in the RFP regarding the availability or conversion of video. However, if desired Granicus can provide transcoding and uploading services, which can be reviewed as a post implementation project.

6. Reporting and Analysis Tools - LEGISTAR has many built-in standard and configurable reports available. Most of our reports have a multitude of settings that allow the user to control what data elements are shown and in what format. These options were created based on our experience of over 20 years with our existing clients. We can also provide direct access to the database, if the city requires it in order to create its reports.

   Granicus MediaManager Reports is a reporting subsystem of MediaManager that collects Windows Media Services raw hit and session logs from the Granicus MediaCenter™ and from an onsite MediaVaults™ and StreamReplicators® if applicable. Standard Granicus reporting includes:

   Total Archive Viewers Report - Reports user trends of total archive viewership over a given period of time. On the x-axis is the date range and on the y-axis is the total number of viewers.

   Single Archive Viewership Timeline Report - Reports viewer trends for a single recording from the beginning of the video to the end. On the x-axis is the time elapsed from the beginning of the recording and on the y-axis is the total number of viewers watching that segment of time.

   Live Encoder Viewers Report - Reports viewer trends for one or more encoders over a period of time.

   Top Ten Archives Report - Listing of the most popular archives viewed over a period of time.

7. Self service functionality - From the administrator's perspective, LEGISTAR has an administration module that is unmatched in the industry. It contains hundreds of settings that control almost all aspects of how the program functions. From the user's perspective, LEGISTAR has built-in personal settings that allow users to control the functionality that is tailored for their specific responsibilities in the system.

8. System Interfaces – If there are other applications that LEGISTAR does not already interface with, then LEGISTAR would ideally interface with those applications via the use of LEGISTAR SDK (XML Web services). We can also provide direct access to the database, if needed.

   Granicus utilizes an open architecture, and has the capability of integrating with other technology systems. Granicus has an API and SDK that are used to integrate to other system interfaces.

9. System Security - LEGISTAR has expansive security built into the administration module of the system. LEGISTAR can provide very granular security – down to the field level for users and groups.

   Granicus MediaManager allows you to manage all users and groups of the system. Security is primarily based on groups. By adding a user and then assigning them to a group, that user will inherit that security access associated with that particular group.

10. Workflow capabilities - LEGISTAR has extensive workflow capabilities built into the system that can automatically control the entire process of the legislative cycle – from drafting, through agenda compilation, journal creation, to signing and enactment.

    The Granicus Software platform currently has the ability to integrate to the LEGISTAR L5 Legislative Management system as proposed in this document. This includes the ability to seamlessly import and export video and legislative element metadata. The resulting information and data elements will be published in the LEGISTAR InSite web portal.

Hosted and Locally Licensed Configuration Options

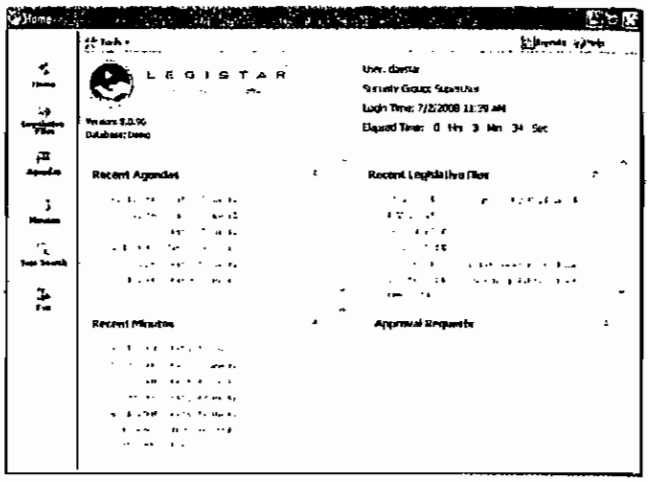
In order to provide the best possible value to the City of Chicago, we have included alternative implementation configurations. Both alternatives provide the same functionality to fully meet the specifications of the RFP as described in this Proposal.

Our primary LEGISTAR solution is a hosted solution but we also have many customers with a traditional onsite, installed solution. While the initial cost of our onsite installed solution is higher, total cost of ownership is comparable with our hosted solution over a 5 to 6 year period. In addition to greater initial cost, the onsite installed alternative does include some additional implementation steps, which can increase the overall timeline of the project.

Per the specifications of the RFP, we are providing both alternatives to give the City the greatest technical and economic flexibility.

The LEGISTAR System for the City of Chicago

Main Menu Form



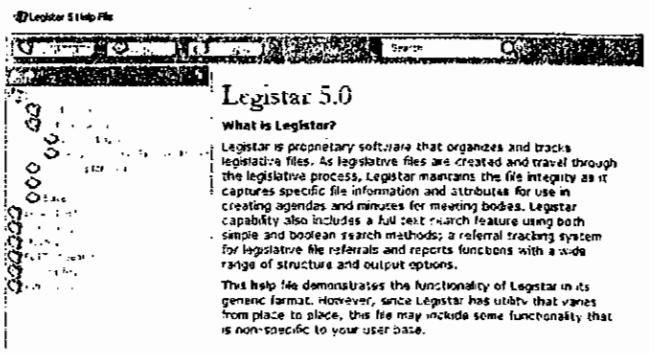
This main menu also provides immediate access to general reports and statistical data, as well as instant search features.

From the moment a City user logs onto the system, LEGISTAR's intuitive and automated methodology for managing information and facilitating user access to that information is apparent. The LEGISTAR main menu provides the user with the appropriate tools based upon that individual's security permissions.

The main menu automatically displays the most recent agendas, minutes, and legislative files that the user had been working on, as well as any recent approval referrals that may require his/her attention.

Comprehensive User Help Information

LEGISTAR provides comprehensive online help features at all screen levels. The help display identifies all buttons, functions and features providing links, pop-up menus, jumps from key words and style sheets. Help information dynamically displays topics related to the current function you are on as well as allowing you to do general searching for help information.



Help consists of both tutorial assistance and helpful 'tips' that have been provided mainly by other LEGISTAR users. The help file is organized logically and easy to use. Users can find their topic from the tree menu or key word search on a topic and find "how to" instructions on all functions.

The Help key provides assistance categories including detailed topics specific to the form or function you are using, Technical Support for automatic error message capture or to submit a requested new feature (Wish List), and other help functionality.

Information Storage and Indexing Form

A number of key data fields are available for pertinent record information. For each new legislative file, the program generates a unique legislative ID tracking number. A separate automatic numbering series may also be maintained for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier. All data fields are automatically indexed by the system and may be used individually or in combination with other fields for fast information retrieval. With the LEGISTAR EZ Search feature, a user can instantly search all text fields for a name, term or other identifier - in one step.

Some of the key data fields are:

- File Type and current File Status;
- File Number and/or separate Legislative ID;
- Introduction, Final Action and Variable Dates;
- Associating Costs of Matters;
- Controlling Committee;
- Legislative Sponsors or Author (one or more);
- Requesting Department/Organization;
- Variable User Defined Data and Date Fields;
- File Name and Description (variable length);
- Indexed Keywords (one or more)

LEGISTAR creates and maintains a dynamic link between the legislative tracking data described above and the text file for each file upon which the Council, committee, boards and commissions can take actions. The free-form text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

Legislative File Drafting

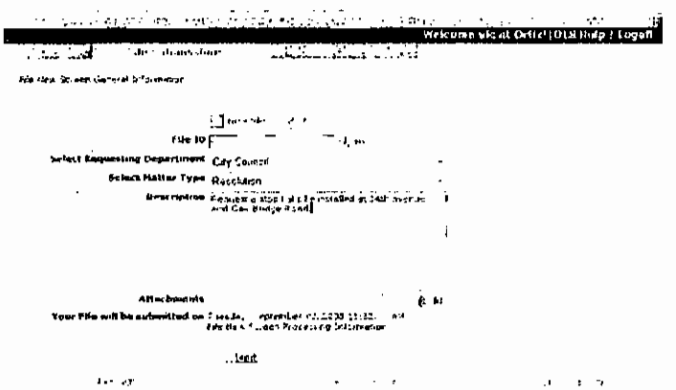
The LEGISTAR system includes a complete file text drafting component that allows the City to store and utilize different templates. The free-form file text may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

The drafting editor includes a complete set of drafting tools and can manage predefined boilerplates for each specific file type (e.g. a 'Resolution' file type may give the option to choose a Standard Resolution, Financial Resolution, or Ceremonial Resolution template). Additionally, a user can draft a new Agenda item based on text from a different file altogether (e.g. a similar past file, an outside Word file, or other imported text). Other standard features include file version control, user definable data fields, spell checking and more.

The LEGISTAR drafting tool not only stores a selection of City defined boilerplates, but can also store attorney approved text sections that can be used to round out general text writing. The system will even allow multiple staff members to compile information simultaneously on an issue draft. For instance, one department or Council staff member may be drafting the text of a request, while another may simultaneously link appropriate supporting material or attachments. Additionally, the City can define required fields that must be completed in order to process the request (such as a dollar amount). This defined control will not only facilitate the pre-introduction review steps of the process, but will help minimize the actions and redirects associated with missing or incorrectly drafted information.

LEGISTAR On-line Submittal – Browser Based On-line Agenda Item Submittal

The online submittal module complements the standard item submittal features of LEGISTAR, by providing a simple browser-based submittal method for agenda items, official action items or other matters for Council or committee consideration.



Departments, Council members and even outside organizations or groups can be given authorization to submit agenda items for City Council consideration, from anywhere.

If desired, a public logon can be set up to allow citizens to submit their own requests directly. These can then be reviewed by a designated individual to check for completeness and what department or meeting body it may be appropriate to direct the item to. LEGISTAR will then handle the request automatically.

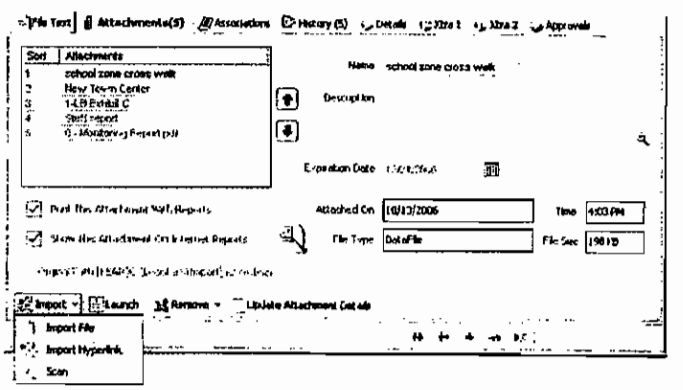
Online submissions can also include attachments and other supporting materials, and the submitter can then monitor the status of the item at any time.

Scanned Images and Attachments

Once legislation has been entered, LEGISTAR allows the operator to create a reference to associated files as 'attachments' that can be viewed concurrently with the original legislative file text or data.

Attachments may be documents, spreadsheets, URL links, images, or any other file types that are supported by the user's operating system.

Images may be acquired across the Internet or local network (i.e. scanned plats or surveys in standard Windows file format), scanned in from a local scanner attached to the PC or network scanning station, imported images from the Internet, including audio/video or most other standard media file types (i.e. tiff, gif, doc, jpg, html, etc.).



Use of the advanced automatic reporting and information retrieval features of the LEGISTAR system will typically reduce dependency on the City's existing third party imaging or document archival sub-systems, or the need to manually create, scan, store, or retrieve many documents. However, where legacy files are retained in an existing third-party imaging program, standard LEGISTAR attachment functionality provides network or virtual linking to most types of image files that may be stored in an existing system.

The majority of LEGISTAR clients prefer to provide graphical information solely as attachments. This allows the City to utilize the following LEGISTAR advantages:

- LEGISTAR can manage graphical version control. This allows modifications control for graphical attachments as well as text, and to be able to manage security separately for individual attachments.
- This also helps eliminate possible clerical errors associated with copy and paste or other manual processes typically required for imbedding graphical information.
- Improves download times and public access to information. Eliminates the need to wait to open or download large file documents containing image files that are not of interest to the viewer. Only that information associated with the users query or area of interest is accessed, greatly improving access performance.

Smart Calendar

LEGISTAR will automatically place an item on the appropriate meeting body calendar based on the controlling body and status of the item. LEGISTAR's Smart Calendar function provides three modes for placing an item on an agenda:

1) The requestor may open the calendar icon to select a specific date, if known, or
2) The requestor may enter a general date, and the system will automatically place the item on the next appropriate meeting agenda on or after that date, or
3) The requestor may leave the agenda date field blank, and the system will automatically place the item on the next appropriate meeting agenda once all the approval criteria are met.

In any case, an item will not be placed on the agenda unless the appropriate approvals have been logged and/or other defined item status is set by the Clerk or other authorized individual. The Smart Calendar allows the management of items and automatic inclusion on the appropriate agenda, without having to predefine all agenda dates for all meeting bodies. This allows the system to manage items as far in the future as needed. *NOTE: The same smart calendar date field can also be used for specific date, and date range lookup searches for items.*

Approval Tracking

Workflow - Approval Tracking is a fully integrated module that facilitates and tracks the sequence of review and approval for an agenda item prior to introduction. For example, a purchase request may be made by a staff member, drafted by another person, approved by his immediate superior, and then sent to additional persons for their review and approval before being sent on to the agenda clerk for automatic introduction on the appropriate Council or committee agenda.

Special functions are included to cancel, pause, and restart the approval process and to research, display or print the approval history. There is also an option available where an approver can be part of the approval sequence for FYI purposes only. These approvers are notified that there is an item for their review, they have access to the item up for approval but cannot modify item or affect the approval sequence.

Approval Sequences - Approval sequences may be modified to include or remove approvers. Each procedural step triggers email notifications to the appropriate users. Standard system approval sequences are stored, as well as personal user sequences that can be reused or shared. The workflow is flexible and automatic. Approvers are alerted with an email notice as well as a pop-up tickler message on their LEGISTAR main menu form. They simply click on the item to begin the review process. Each item must be approved by every reviewer in sequence before it goes to the agenda clerk. Any 'disapproval' will halt the process and send the item back to the originator.

Web Approval Form - Additionally, reviews and approval responses can be done via an intuitive browser form. Whether using the standard LEGISTAR file form directly, or logging in through the ATS browser form, ATS manages the approval workflow automatically, and in real time. Upon final approval LEGISTAR then has the ability to determine when it is appropriate to list the approved item on the appropriate meeting body agenda, and where on the agenda the item belongs.

Automatic Agenda Creation Form

LEGISTAR includes the ability to automatically generate and format agendas for any meeting body of the City from the stored data. This includes agendas for the Council, committees, other commissions, and even draft and departmental agendas. The entire Agenda assembly methodology is identified during the implementation of the system and defined by your current workflow methodology.

The City can define different agenda formats (header, agenda sections, etc) for each of the different groups creating an agenda. Hence, a formal agenda with cover page, and numerous section headings, and numbered items can be created for the Council, and a simpler format with fewer sections can be created for a committee. Because all information associated with an issue is stored, sorted and organized by LEGISTAR, the system can easily determine which items are to be included on an agenda automatically and be fine tuned or modified by the operator.

With a click of the 'Generate' button, LEGISTAR will automatically gather and compile the appropriate data regarding all files that belong on the agenda, for that specific meeting body, and for that meeting date. This agenda listing can then be viewed on screen, modified, items added or deleted, and it will be automatically formatted and displayed in printable format or instantly published to the Internet with appropriate file information, text, and embedded links to supporting attachments.

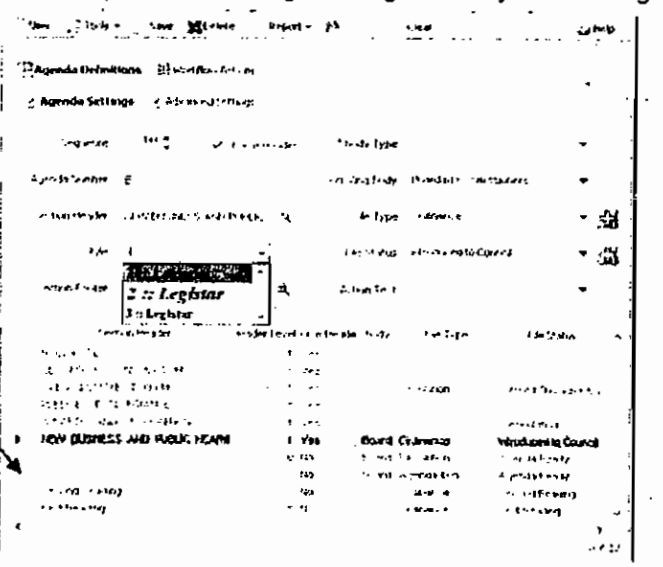
Fully Configurable Agenda Administration

The administrative setup in the LEGISTAR agenda template manager will be custom defined to the City's own agenda section headers, sections, and workflow procedural design during the Project Planning Phase.

The City system administrators will be trained on other detailed settings and verifications for assembling the agenda, as well as the skills for ongoing maintenance of these control tables.

For example, an agenda section called "New Business and Public Hearings" has been added for the Board agenda boilerplate. You can then define section numbering (e.g. A. 1. IV,) as well as the parameters of what file conditions will be verified to determine if this time belongs on that particular agenda

Workflows resulting from the actions taken by Council and committees are dynamic and will automatically route to the appropriate target body or department based on the motion or action instructions at that meeting.



Automatic Minutes Form

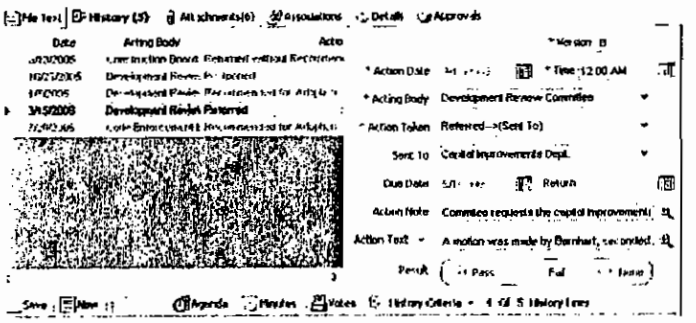
While legislative issue information is the substance of what LEGISTAR stores, the actions taken by the Council, committees, and advisory boards and commissions at meetings as well as the history of actions taken by departments on those legislative matters are the essence of what LEGISTAR tracks. Hence, the system provides means to record meeting information, generate agendas and minutes, and provide other supporting documents. For each tracked agenda item, the system captures all of the following data in the historical record, as appropriate:

- Council or other meeting body or department taking the action;
- Action taken and date of the action;
- Verbatim action notation and full minutes text;
- Version of the text file that was current when the action was taken;
- Target of the action (e.g. to whom a referral is being sent);
- Due date and Date returned (mostly used for referrals);
- Mover, seconder, and individual votes (where appropriate).

As easily as LEGISTAR assembles, displays and publishes the agenda, the system allows the meeting clerk to quickly and efficiently capture the appropriate minutes data for that meeting.

Legislative File Tracking

In addition to the automatic minutes functions, each historical record may also have any free form notation to describe the instructions on a referral, the response on a referral, the reason that an action was taken, or perhaps any discussions or background information that led up to the action.



LEGISTAR tracks the path of each ordinance, resolution, and other legislation through the process with a series of historical records marking the life of the issue along the way. Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

Screen searches allow the operator to type search parameters into blank fields in the same screen form used to initially enter the data.

LEGISTAR's search utilities include key number lookup, multi-field search-by-example and full-text document search of the legislation text or the text of the minutes notations. The system's high-speed data search can use any number of simultaneous search parameters to do complex queries in a single pass.

Document searches may be based on either discrete data fields or on variable-length text (wildcards). In addition, LEGISTAR maintains a user-controlled list of topical keywords that may be used to index legislative matters for retrieval and for the generation of a printed Index of Legislative Matters. LEGISTAR's powerful information retrieval functions enable any number of users to simultaneously perform field searches, multi-field searches and various combinations of the above.

Legislative Reports

Reports are automatically generated directly from the tracking data. Once the data is entered, the system will also use its built-in sort and formatting routines, which are defined by the documents that they are intended to produce, to abstract the correct information and generate the requested documents in their different formats. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report. These and other system generated reports may be previewed, directed to a printer, saved to a local directory or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. In addition, a number of table and status reports are included with the system and can be generated on demand by LEGISTAR users.

Archiving Data

The LEGISTAR attachments function includes a document archive management tool to facilitate deletion, archiving, or printing attachment items that may have been identified with an expiration date. Items that are archived to separate media or printed document storage facility can have a reference in LEGISTAR to identify information such as disc ID or microfilm roll and frame number.

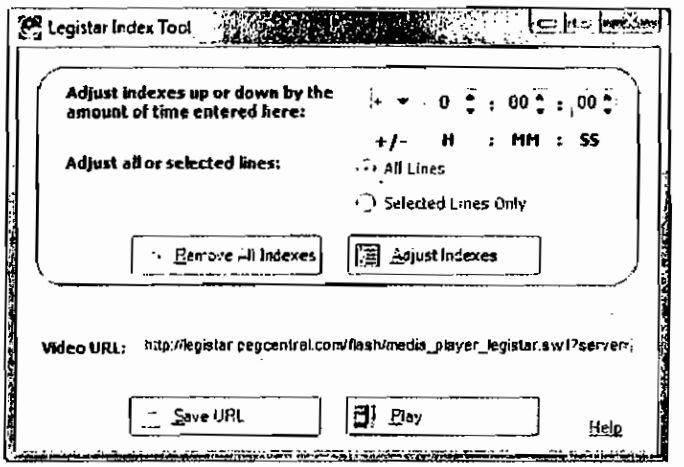
However, there will likely be no need to ever archive data since there is no software limitation to the number of attachment files or how long those files may be retained. As a result, system data archiving is not usually necessary and has rarely been used with LEGISTAR for the following reasons:

- LEGISTAR stores and retrieves its legislative information in a highly efficient database which users can query information or generate the requested documents and screen displays on demand. LEGISTAR requires only a fraction of the data storage space of any system that is document or image based.
- The cost of current hard disk storage has been so drastically reduced over the past years, that it is now much cheaper and more efficient to keep LEGISTAR data on-line for ten to fifteen years than to spend the staff time on any procedures to archive data and then occasionally retrieve that data from the archive.
- Current laser technology allows data to be stored on-line or near-line in exactly the same format that it is in the LEGISTAR database without going through system conversions. The lifetime of write-once read only CDs and DVDs is rated at between 30 and 100 years.

Optionally, Daystar can also custom design an archiving procedure for off-loading portions of the LEGISTAR database for the purpose of archiving in some other storage system. Daystar can make recommendations as to the need for the city to utilize this option during the project Planning Phase.

LEGISTAR MediaMatch™ - Integrated Meeting Audio/Video Indexing

The LEGISTAR MediaMatch component expands on the standard audio/video record linking included with the LEGISTAR system. MediaMatch allows the City to integrate an audio/video recording with a meeting event by including dynamically indexed links to the individual agenda items or other events during that meeting. It is intuitive and efficiently designed to allow the clerk or other staff member to operate the indexing along with the standard meeting manager functions of LEGISTAR.



Video Index Tool:

Post-meeting index additions or adjustments are easily performed through the index cleanup tool. The time index for either individual items or any portion of the entire video can be adjusted up or down to exactly synchronize with the meeting.

Video Player:

Clicking on the video link from the LEGISTAR InSite calendar shows the video of the entire meeting. Because MediaMatch indexes the video of each item, you can also click on the video link directly from the InSite Meeting Details page, and jump directly to any one item.

Granicus® Video Hosting:

Through MediaMatch, the Granicus web-streaming platform has been integrated seamlessly to the LEGISTAR L5 Legislative Management solution allowing the indexing toolset within LEGISTAR to complete the indexing of Granicus audio/video meeting events. A detailed description of the Granicus component of this Proposal is included in the following section "Granicus Integrated Video Hosting".

LEGISTAR's Granicus-powered module meets all of the video requirements in the RFP, including both live and archived web-casts of all City Council sessions integrated with Council documents and detailed legislative tracking information presented in the LEGISTAR InSite web portal. Council meeting videos will be indexed by agenda item, searchable by keyword, linked to the Legislative documents and ADA closed-captioning view, and will be linkable to the social grid.

Granicus Integrated Video Hosting

Granicus MediaManager™ Enterprise

MediaManager Enterprise is a streaming media content and delivery management system, created specifically for government. MediaManager best serves public meetings, public service content, and educational content. Granicus MediaManager is a hosted, online Software as a Service (SAAS) solution that allows you to provide live and archived video streaming of government content to your citizens by integrating seamlessly with your websites. The MediaManager tools are designed to schedule, broadcast, publish, secure, and report on all your streaming media content. The MediaManager administrative interface is accessed securely via SSL.

Event Management - One-time or recurring events can be scheduled for broadcast and recording through MediaManager in conjunction with Granicus Outcast Encoder®, an encoder that resides on the client network.

Video Archive Management - Deliver all stored video and metadata with MediaManager through video archive management tools. Folders can be created and maintained for organizing video content and managed by name and description. All archives can be organized by folder. Options that can be selected for a folder include:

- The default player "skin" that all videos within the folder will utilize
- If applicable, the default agenda template for all content within the folder
- If applicable, the default minutes template for all content within the folder
- A video intro clip to play before the archive stream

One or more views can be selected. All videos that are public within a certain folder will be made available on multiple view pages, allowing you to organize your video content for the audience.

LiveManager Interface - LiveManager™ is a Client interface in that manages the live streaming and archive recording of the Granicus Outcast Encoder. Functions included below are:

- Load Event
- Event Start/Resume
- Event Pause
- Event Stop

Player Pages and Advanced Stream Redirector (ASX) with Intelligent Routing - When visitor wants to access a webcast, a new browser window opens and displays a player with associated documents and features. You may choose to have multiple players depending on your website design. Player features include:

- Bookmarking and sharing
- Closed Captioning
- Index lists
- Help features
- Audio/video with a Microsoft Silverlight (recommended) or Windows Media Player
- Document viewer that displays published minutes, agendas, and other related documents

The Granicus video player pages use either Windows Media Player or Microsoft Silverlight to deliver video archives to the end user. Video is combined with index points, closed captions, links to social networking tools, and integrated with the linked proceedings of the meeting. The result is a user experience unique to Granicus: the Integrated Public Record that combines audio, video, video-linked proceedings, captions, and index points.

Granicus video player will include the audio and video of the proceedings integrated with and navigable by timestamps.

MP3 and MP4 Transcoding Services - Once an archive is published in Granicus MediaManager, both an mp3 and mp4 version is automatically created for consumption by a broader audience through the Granicus view page. End users can subscribe to these formats as well. The mp3 (audio-only) version is extremely valuable to low bandwidth users.

iTunes Podcasting Integration
Through an xml feed that's formulated to comply with the Apple iTunes podcasting specifications, our clients can easily broadcast their Granicus streaming solution through iTunes, which reaches the largest podcast subscription audience.

OutCast Encoder

Event and Archive Data Synchronization Services - Before an event begins, the Granicus Outcast Encoder connects to your MediaManager site via a set of Web services called the "MediaManager Meeting Data Channel" on a periodic basis (about every 5 minutes). This process is continual. While a recording is in progress, data pertaining to the live event are sent asynchronously from the encoder to MediaManager via Microsoft Message Queuing. MediaManager data that are synchronized include:

- Event starts
- Event stops
- Live captions
- Activated agenda items
- Motions
- Roll calls
- Votes
- Notes

When the meeting is complete, this same process re-transfers all meeting information from the encoder to MediaManager.

Event Live Streaming to Granicus Delivery Network - Granicus Outcast Encoder is an appliance that sends a "pull" stream of live audio and video media to the Granicus Content Delivery Network. The format for live streams can either be in Window Media Video or Windows Media Audio. Typical configuration options for live streaming include:

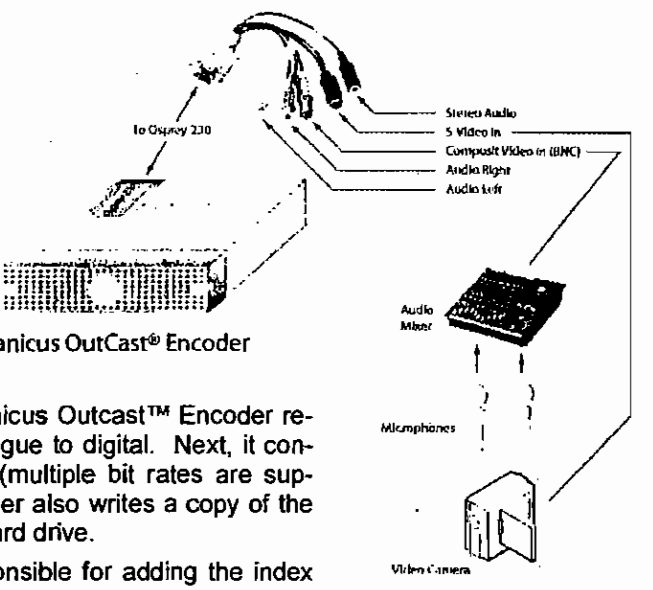
- Encoding bit rate
- Selection of audio or audio/video
- Ability to leverage Osprey ViewCast Simulstream to provide separate live broadcasts of the same audio/video signal at different bitrates simultaneously
- When broadcasting a live stream, the signal is pulled from either the Granicus Delivery Network or a local Granicus StreamReplicator, or both, depending on the corresponding MediaManager camera configuration.

How it Works
The Granicus Outcast Encoder has a video capture card (Osprey 230 by Viewcast) placed into the PCI slot of on the Outcast encoder server. It is important to get a clean video and/or audio signal to the Osprey card. The Osprey comes with an "octopus" cable that accepts the following physical connections:

Video: Composite (BNC), S-Video

Audio: Balanced stereo (2 x LR),

Unbalanced stereo (2 x RCA)



Granicus OutCast® Encoder

While broadcasting a live event, the on-site Granicus Outcast™ Encoder receives your AV signal and converts it from analogue to digital. Next, it converts the signal to the Windows Media format (multiple bit rates are supported). While streaming live, the outcast encoder also writes a copy of the Windows Media file to the encoder server's the hard drive.

During the encoding process, the ender is responsible for adding the index points and closed captioning metadata to the live event and archive file. When the event is over, the encoder will then automatically transfer the archive file to the hosted and client side distribution servers. When the file transfer is complete, MediaManager will automatically publish links to the integrated public record.

Granicus MediaCenter and Distribution Network Information

MediaManager Application Hosting - Granicus MediaManager is a Software as a Service (SAAS), hosted Web application and video content management solution. This set of hosted applications and databases resides in the Granicus MediaCenter and is delivered to the end user over your existing Internet connection. Access to MediaManager for managing your video content is available anywhere you have Internet access and Web browser.

MediaManager is hosted on a farm of Web servers, application servers, database servers, and storage servers located. These systems are fully replicated, redundant, load balanced, secured, and fault tolerant.

Hosting of All Website Views and Players - All client-integrated website views and players are hosted on the same infrastructure, utilizing the same technologies as MediaManager.

Podcast Transcoding and Storage - If your solution includes either audio or video podcasting, it is hosted on the same infrastructure, utilizing the same technologies, as the MediaManager hosted application.
Granicus Podcasting Transcoding Services reside on their own dedicated farm of application servers, whose purpose is to:

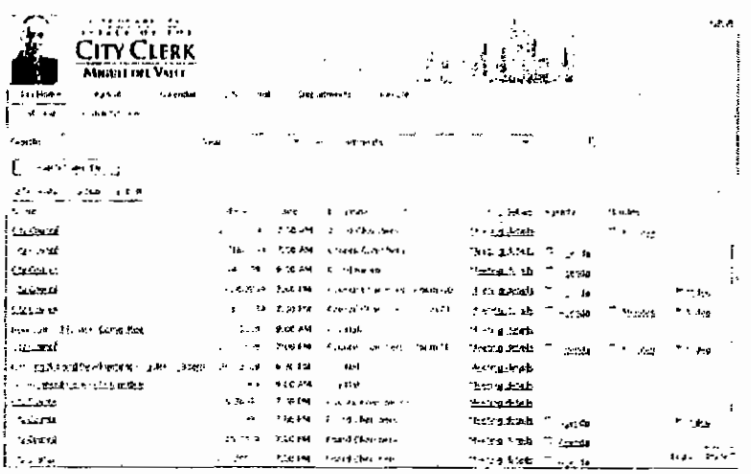
- Receive a copy of the original Windows Media Video/Audio file from MediaManager
- Convert this media file into an mp3 or mp4 format
- Store and deliver the resulting podcast format files to the end consumer

The time from when a media file is available to be transcoded to when the transcoding is completed depends on the total number of media files for all clients that need to be processed. The process can take up to 24 hours before all files have been converted.

Live Streaming over Granicus Delivery Network - Granicus has formed partnerships with world's internet content delivery leaders to deliver live streaming to your citizens. Your onsite Granicus Outcast Encoder is requested to stream its encoded signal to an ingest point that is close to you. From here, your live stream is distributed to multiple Points of Presence (POP) in the United States and Europe and then delivered to the end user from the closest POP. This architecture will allow for a very large number of possible concurrent live stream viewers (500,000+).

LEGISTAR InSite Public Web Portal and Research Center

LEGISTAR InSite provides a complete automatic browser-based portal for organizing, searching, printing and otherwise accessing public information with no required work on the part of the Clerk's office, IT, or other City staff, thus significantly reducing requests for public information, copying and printing. The City has complete control over how much or how little information is made available through the InSite interface.

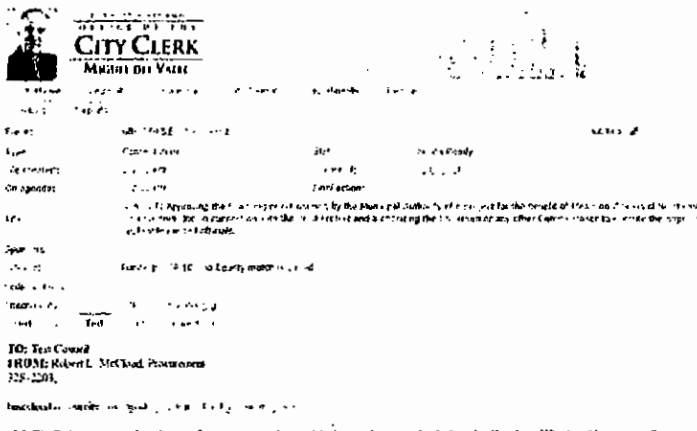


LEGISTAR *InSite* Internet users can look-up and view legislative information by simple or complex field and full-text search criteria. Users can then further narrow their selection, highlight those items they would like a printed report on, or view the past legislative meeting history of the item - including minutes, motions and votes.

Most clients are using InSite as a query-only tool to provide easy access to information for their internal users as well. It is available 24/7 and very intuitive to the casual user or researcher. This results in significant time saving and printing cost by providing internal users online access to this information.

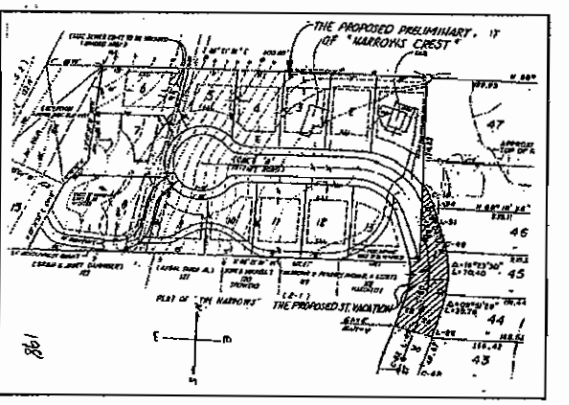
Main Areas

LEGISTAR automatically manages public access to information based on the City defined controls. The InSite public Web site is directly integrated into the City's existing Web site and is transparent to the public. InSite provides all the features and capabilities described below.



Legislation Research

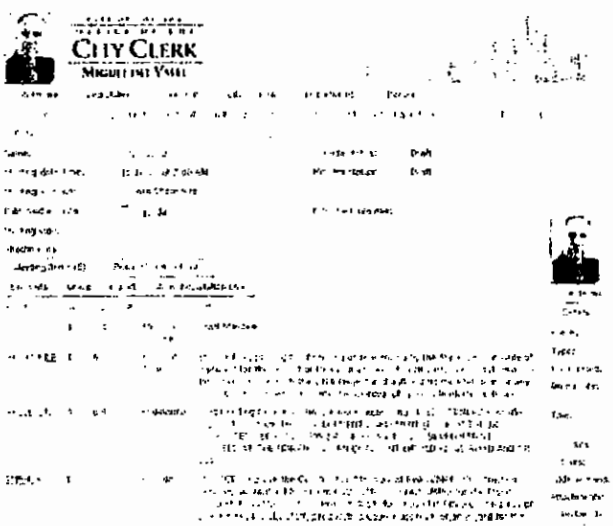
The InSite Legislation link allows staff or public to access legislative workflow file information and reports via the Internet.



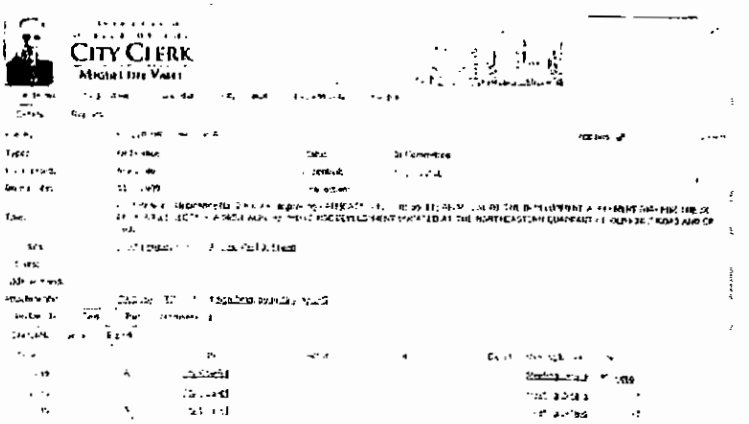
All publicly available legislative files, supporting documents and attachments, current status, important dates and more can be accessed from the Internet.

Meetings and Events Calendar

With InSite Calendar, you have instant access to a dynamic calendar of all Council, committee or other scheduled meetings and events. Staff, Council members and citizens can view schedules along with agendas and minutes through an Internet browser.



The module utilizes a dynamic link to the meeting records in your LEGISTAR system. Simply add a new meeting in LEGISTAR, and the scheduled event automatically appears on the Internet meeting calendar on the correct date.

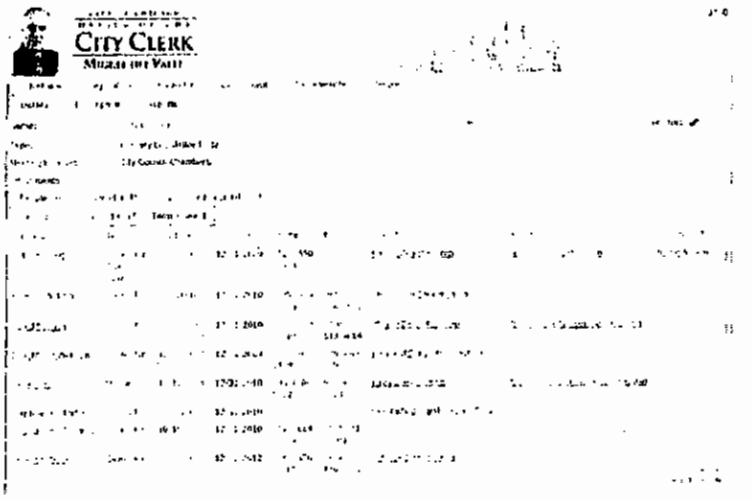


Internet users can do text searches of available agendas and minutes, sort the calendar display by particular meeting bodies, and view events for a particular day, month or a whole year at a time.

In addition to being able to view the text of the agenda or minutes, each legislative item has a hyperlink which will dynamically display the most current details of that item to include the complete text, history, current status and all of their supporting documents.

Departments and People

The Departments and People module allows constituents to instantly look up, view or contact Council, committee and other elected and/or appointed representatives via the Internet. Staff, Council members and citizens can view district representation information, open positions, terms of office, vacancies, and more.



Changes to an office holder's status or other information are instantly available. As you add or change office membership or personal information in LEGISTAR, the updated information automatically appears in Departments and People.

InSite can also automatically track and display what items have been sponsored by a particular Alderman's office or committee. This information is instantly updated to the Website with now effort by the Clerks office.

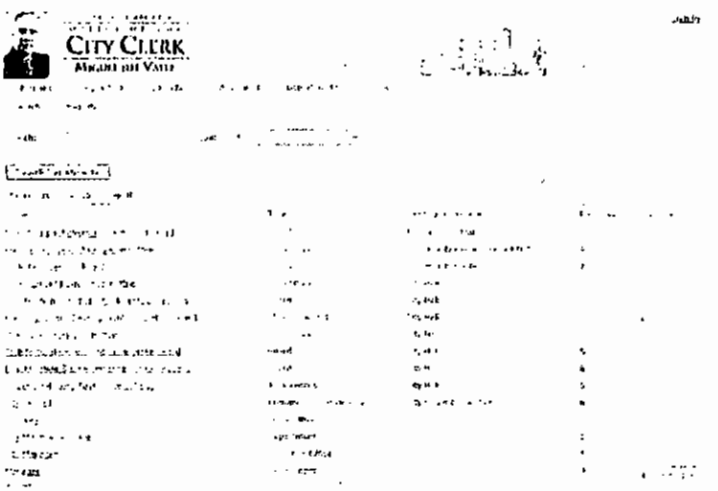
Citizens, staff or other interested parties can click on links to apply for a position, or subscribe to the InSite RSS function to monitor future vacancies.

Vacancy Tracking and On-line Application

Staff and citizens can view district representation information, open positions, terms of office, vacancies, and more.

Because the system tracks terms of office, InSite can display vacant positions for all meeting bodies. The system will find all these records, consolidate and highlight them automatically. Changes to an office holder's status or other information are instantly available. As you add or change office membership or information in LEGISTAR, the updated information automatically appears on-line.

Citizens, staff or other interested parties can click on links to apply for a position, or subscribe to the InSite RSS function to monitor when a position opens on a commission they are interested in.



Public/Private InSite Access

In addition to InSite as an intuitive and extremely flexible Internet-based access point for the general public, businesses, newspapers and others, authorized City staff members can have more extended functionality through a secure personal login. For instance, an authorized user has the ability to add attachments to a meeting agenda record itself. This is used by some InSite clients to attach signed/approved/scanned minutes of the previous meeting to the current meeting.

The City has a great deal of flexibility to configure the system the way it needs to appear. This includes the Web site header appearance, graphics, fonts, skins, and messages to match the look and feel of City's Web site. Other standard public features also include:

RSS: InSite RSS feeds let Chicago staff and citizens subscribe to frequently updated content such as file and legislative history changes to items of interest. This valuable feature further simplifies the ability for staff and citizens to get real time updates to items of interest.

Social Bookmarking: Social bookmarking allows LEGISTAR InSite users to store, organize, search, and manage interesting LEGISTAR agenda file bookmarks. InSite users save links to web pages that they want to remember and/or share.

5.2.5. C Database and Technology Architecture

LEGISTAR

1. **Database Environment** – LEGISTAR was designed to run on SQL Server 2005 (and higher) or Oracle 10g (and higher). From our experience, SQL Server requires much less maintenance. If LEGISTAR is installed on SQL Server (whether hosted or local), we can offer complete administration of it (including backups) – requiring no involvement from the city's staff. Until 2009, we had one comparably large client (New York) on our Oracle platform. During 2009, the city of New York has converted to SQL Server as well, citing the need to lower the maintenance costs. Our proposal includes both SQL Server and Oracle variants.
2. **Hardware Environment** – LEGISTAR hardware specifications

   Server:

   Processor: 2.0-gigahertz (GHz) Pentium IV-compatible or faster
   Processor count: 1 or more
   RAM: 2 gigabyte (GB) or more
   Disk Space: 60 GB (application only requires approximately 50 MB)
   Operating System: Microsoft Windows server 2003\2008 Standard Edition

   Client:

   Processor: 2.0-gigahertz (GHz) Pentium IV-compatible or faster
   Processor count: 1
   RAM: 2 gigabyte (GB) or more
   Disk Space: 60 GB (application only requires approximately 50 MB)
   Operating System: Microsoft Windows XP\Vista\7

3. **Network Environment** – LEGISTAR does not have a preferred network environment and will run perfectly on the city's current infrastructure. LEGISTAR performance depends on the server hardware and the speed of the network whether it be fiber, Ethernet, wireless, or anything else. Our clients typically use 100Mbps Ethernet.

4. **Operating System** – LEGISTAR software runs on any Microsoft Windows operating system that supports the .NET Framework. We support Windows 2000/XP/Vista/7 on the client and Windows 2000/2003/2008 on the server. Most of our clients have Windows XP on their desktops and Windows 2003 on their servers.

5. **Web Browser** – LEGISTAR supports Internet Explorer™, Firefox, Chrome™, and Safari™.

LEGISTAR Technical Architecture

LEGISTAR makes use of the latest Microsoft Smart Client Architecture that can be easily deployed, managed and can provide an adaptive, responsive and rich interactive experience by leveraging local resources and intelligently connecting to distributed data sources. The LEGISTAR software is developed using .Net Framework, and combines the benefits of both Web and desktop application by adopting the Smart Client Architecture.

What is Smart Client architecture? - Smart clients are client applications that can be easily deployed and managed, that provide an adaptive, responsive and rich interactive experience by leveraging local resources and intelligently connecting to distributed data sources.

LEGISTAR –Smart Client - The end user can run LEGISTAR on Windows 98/XP/2000/2003/Vista (any edition), with the .NET framework installed and functioning. To the user, the application is a standard Windows desktop application, with all the performance and rich interface functionality that's associated with any other Windows application.

LEGISTAR Security Encryption - Apart from the standard security features that the .NET framework offers and the application login security, the communication between the server and the client application is also protected from hacking. In addition to the binary format, each packet is compressed using a custom algorithm which makes it almost impossible to read the network packets going between the client and server.

Scalability & Performance - Enterprise applications often try to balance application scalability with concurrency considerations. An application can achieve scalability using many different techniques, including minimizing network traffic, client side caching etc. LEGISTAR does exactly the same to improve the responsiveness of the application. The following sections describe the scalability considerations that are embedded into the application.

Stateless Server Design - LEGISTAR achieves its scalability by using a stateless object model for the middle-tier service objects where no property data is saved between method calls. The server application is not responsible for keeping track of where each user is in the application; its operation consists of merely fulfilling client requests as they arrive. By eliminating state caching, the server can service more requests.

Granicus Technology Architecture

Granicus is a "Software-plus-Services" platform, representing the next logical step in the evolution of computing. It represents an industry shift toward a design approach that is neither exclusively software-centric nor browser-centric. By deeply and genuinely combining the best aspects of software with the best aspects of cloud-based services, we can deliver more compelling solutions for the City of Chicago.

Granicus has developed cloud services that are hand-in-hand with on-premises server counterparts which deliver much needed choices to enterprise customers—enabling flexibility in developing, scaling, operating and migrating systems that are distributed between the cloud and the enterprise data center.

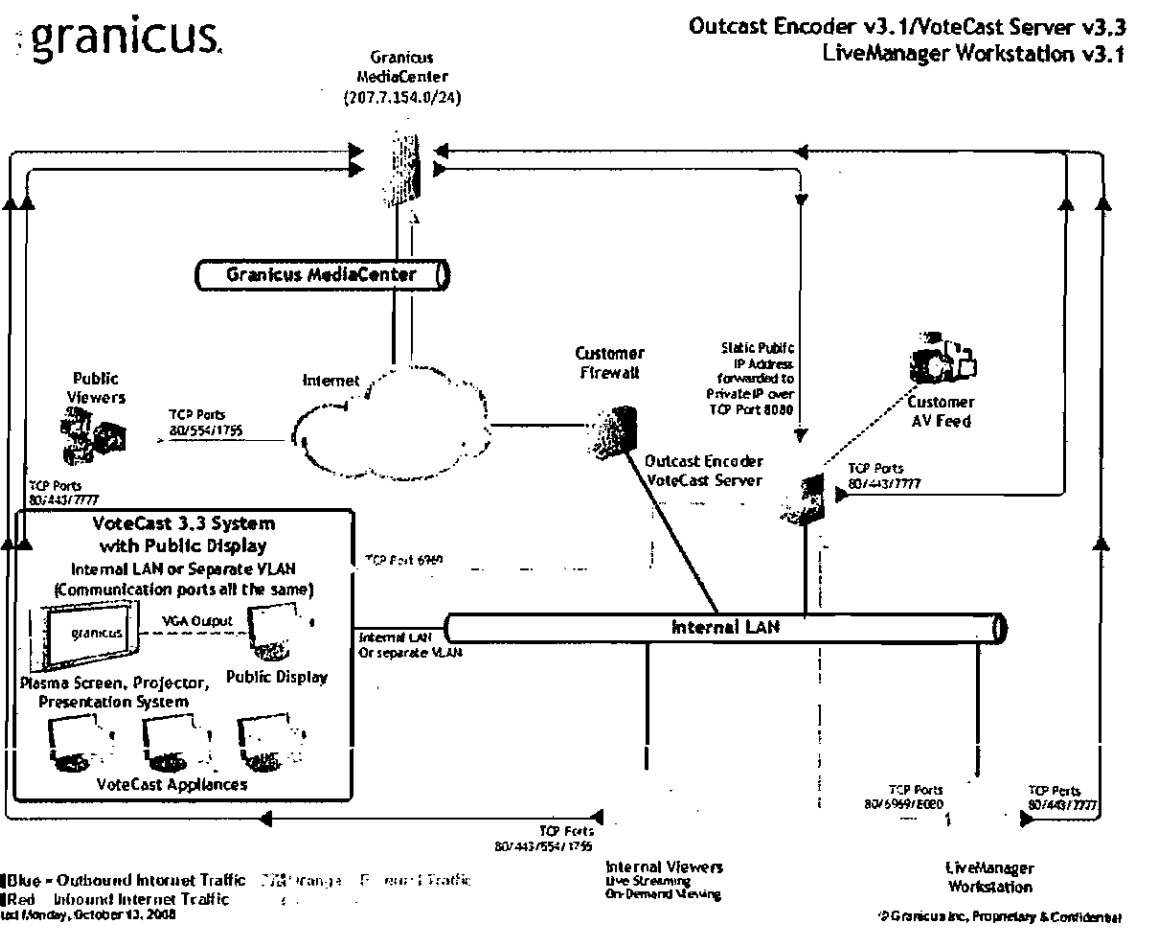
1 **Database Environment** - Granicus will provide a hosted infrastructure for database management of all streaming related content for the the City of Chicago's Clerk's Office. Granicus utilizes mySQL Enterprise Edition for its hosted database solution. There are no database elements that will be installed within the City of Chicago's Network infrastructure. The Granicus infrastructure consists of three replicated versions of your data at any point in time, so you can ensure that we can exceed your expectations around system uptime and business continuity.

2 **Hardware Environment** - The following are the recommended hardware for your Granicus solution:

- (1) - Granicus Outcast Encoder
  This is an appliance server provided by Granicus, utilizing Windows Server 2003, Internet Information Services (IIS), and Windows Message Queuing (WMQ)
- (50) – Granicus VoteCast (Member Display) PC's (Phase 2 – Optional Voting System)
  These are also appliance PCs provided by Granicus, utilizing Windows XP.
- Clerk Workstations (to be provided by the City of Chicago)
  - Minimum 3 GHz Pentium 4 Processor
  - 20 GB hard drive free
  - Minimum 1 GB RAM (512 free from other resident memory applications)
  - Windows XP Professional R2 (SP2) with all updates (Windows Vista NOT supported)
  - Ethernet Port for LAN Connectivity
  - Office 2003 or better (for document reading)
  - Adobe Reader 8.0 (for document reading)
  - **Dual monitors** – works well for clerk station configurations in the chamber because of the other applications they may need to run during the meeting.
  - Read / Write access to the following Windows folders
    - C:\Program Files\Granicus
    - C:\Documents and Settings\All Users\Application Data
  - Windows Critical Updates
  - Microsoft .NET Framework 1.1
  - Microsoft .NET Framework 1.1 SP1
  - Microsoft .NET Framework 3.5 SP1

3 **Network Environment** - In the following section, we will cover in great detail, all that will need to be setup in order for all the components to work well together. Streaming Video requires special attention to be paid to the network configuration. A haphazard, thoughtless solution will wreak havoc on your network.

Granicus has combined the experience of working in nearly 600 different network environments and honing in on what is the most secure, and least risky to your network environment. The diagrams and tables below will give great detail around that design:

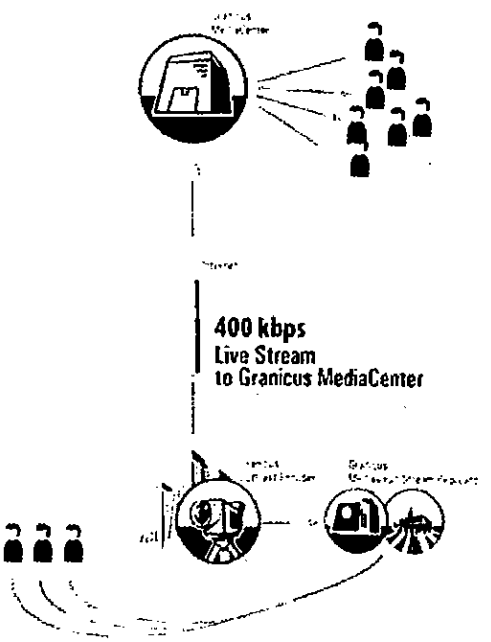


Bandwidth Needed

A single live stream of 400 kpbs, depending on the stream quality, outbound, will be available to stream between the City of Chicago's on-site Encoder and the Granicus MediaCenter via the City's existing current connections to the internet.

Note: If there is less than 400Kbps of outbound bandwidth available during a live broadcast, all viewers will experience less than optimal video quality or no video at all. Your video stream will still be encoded locally and available for Archive viewing after the meeting, but your live stream will be choppy to unavailable.

The Granicus MediaCenter connects to the City's encoder with a routable, public IP address over TCP port 8080, which gets forwarded through the City's firewall to the Encoder.



Firewall and Routers - The following information describes the network ports, connection direction, and communication protocols used by Granicus software. If the direction is specified as Outbound, the port indicates the port number the application is connecting to on a remote host. If the direction is specified as Inbound, the port indicates the port number on which the local host application is listening for incoming connections.

OutCast Encoder - The Encoder will be placed in either a "DMZ" subnet or on an Internal subnet that has the internal address or port forward with a Public IP Via NAT/PAT:

Setting	Description	Default
80 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), for transferring files and messages	Mandatory
443 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), for manually uploading files through MediaManager to the Granicus MediaCenter	Mandatory
6969 Inbound (TCP)	From all client machines: LiveManager, VoteCase	Can be Changed
80 Inbound (TCP)	From client machines (Operators machines) where they could start and stop the Encoder with MediaManager	Mandatory
8080 Inbound (TCP)	From Granicus MediaCenter CDN - 207.7.154.0/24) and CDN IP ranges (subject to change). Required to "pull" the stream and inbound requests from the Encoder to the Granicus MediaCenter, as well as The Operators software for previewing the stream directly from the Encoder	Can be Changed
7777 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), Application Installation, and Updates	Mandatory

Operator's Station and VoteCast Stations - The operator's application will be utilized by an operator to load, start, and stop a meeting.

Setting	Description	Default
443 Outbound (TCP)	To LogMeIn.com for LogMeIn Remote Access	Mandatory
80/443 Outbound (TCP)	Used for web access	Mandatory
6969/8080 Outbound (TCP)	To OutCast Encoder - client application connectivity and stream previewing	Can be Changed
80 Outbound (TCP)	To OutCast Encoder - web application connectivity	Can be Changed
7777 Outbound (TCP)	To Granicus MediaCenter (207.7.154.0/24), Application Installation, and Updates	Mandatory

Additional Requirements

Firewalls/Content Filters/Proxy Servers/ISA Servers

The firewall needs to allow unrestricted outbound HTTP and HTTPS connections from the Encoder to any destination ports within the Granicus MediaCenter (any address in the class C address range 207.7.154.XXX) and also to our CDN providers (IP Ranges are given during implementation phase)

Historically, a high percentage of problems with live streaming are related to content filtering, proxy servers, or ISA servers. The Granicus solution uses standard Windows Media Audio (WMA) and Windows Media Video (WMV) file formats. Content filters that block WMA and/or WMV files will prevent these file types from being viewed. If you are unable to disable or bypass for our machines, you must ensure that at a minimum WMA, WMV, and HTTP (80, 443, 554, 1755, 7777) to the Granicus MediaCenter subnet (207.7.154.0/24) and the CDN IP ranges (subject to change) are allowed.

4 & 5 Operating System and Web Browser Requirements

- All Granicus Server systems utilize Windows 2003 Server platform
- All Granicus "User" systems utilize Windows XP and Windows Vista (Windows 7 forthcoming in 2Q-2010)
- All Granicus "Content Viewers" such as the public, are supported on the latest versions of Internet Explorer, Firefox, Safari, and Google Chrome.

5.2.5. D Third Party Products

LEGISTAR uses the following third-party products:

- Microsoft SQL Server – provided by Daystar, or
- Oracle – provided by the City
- Crystal Reports – provided by Daystar

Software source code is the intellectual property of these third-party providers and is not available. All are commercially available products with a long history and with viable support options.

5.2.5. E Training

Our Approach to Training

The installation of LEGISTAR system at the Clerk's office is just one part of this project's overall success. To truly impact the City and its constituents, the Clerk's office, and the people who run it, must have a system that they can easily use, teach others how to use and most importantly feel a sense of ownership for. This vision guides our training approach for the City of Chicago's Clerk's Office.

The LEGISTAR system is tremendously intuitive. With zero training or direction, the average computer user can quickly learn how to search through, view information and create reports; a valuable characteristic of a public information system. Nonetheless, we recognize that in the Clerk's office, as well as in the City administration as a whole, there are varying levels of technical abilities, learning styles and propensity to new information.

Having trained over thousands of users in the course of dozens of installations across the country, we have designed training courses that are easy to understand, effective and replicable. We also recognize the unique characteristics of each of our customers' user bases.

To adapt our experience to the City Clerk's office, we will employ a variety of training and knowledge transfer methodologies and tactics:

Collaborative development

We will assemble a group of user ambassadors comprised of each of the major user groups at the City (i.e. clerk staff, aldermanic and mayoral staff, law department). Our training team will use this group to understand the intricacies, learning levels and information consumption styles of each user group. Based on information collected in this collaboration, we will apply training tactics that are most effective with each group of users. This collaborative approach not only yields effective training, but more importantly gives users a sense of ownership and responsibility for the end product.

Multi-channel delivery

LEGISTAR will delivery training and system knowledge to City users through a variety of off and online methods. This allows us to deliver information to key user groups and the public as a whole, regardless the time, place or method.

- *Onsite Training Classes* - Classes consist of one (1) instructor and up to ten (10) users. Classes are kept small and grouped by levels to ensure that (i.e.) the slow learners have appropriate attention and interaction, while fast learners are not help back.
- *Train-the-Trainer Sessions* - Train-the-trainer sessions are hands-on, interactive sessions with a maximum of five (5) users in one session.

- *User Manuals and Documentation* - LEGISTAR system documentation will be customized to the Clerk's office's installation. Documentation is segmented into specific tasks so users get the information they need quickly. All documentation is produced in PDF format to facilitate web posting and downloading.
- *Web-based Video Tutorials* - We will deliver on-demand training and knowledge through the development of task-based video tutorials; step by step guides for distinct areas of the application. (i.e. Create an Agenda). These tutorials will not only be placed in a web-based library, but further will be embedded in the application for maximum accessibility and use.

Customized Materials

LEGISTAR has extensive user documentation used by governing bodies across the country. These materials will be custom-configured to the Clerk's office so that documentation is relevant and sections are structured to the processes of the Clerk's office and its stakeholders.

JIT Focus

Our just-in-time (JIT) approach means that users will have the information they need, not more not less, when they need it. This JIT methodology guides our training plan and delivery. Our training plan is structured to train key staff *first* on the most critical system functions. Our web-based tutorials will be linked to on the system's screens to provide on-demand knowledge.

Sandbox

The Clerk's office will receive two licenses of the LEGISTAR system. LEGISTAR will configure one of these as an environment that complements training sessions and user support. Users will have a "sandbox" with which to explore the system's capabilities and functionality with comfort and no disruption to the "live" system.

Training Tracks

LEGISTAR training is structured into "tracks" to deliver training to varying usage levels. Based on our past experience as well as our understanding of the Clerk's office, training for the City of Chicago will be structured into five tracks addressing all possible uses internal and external users may have.

Group Type	*Description/Capabilities*
View Only	The View Only training shows the user how to search in Legislative Files, Agendas and Minutes and how to access and produce reports.
Level 1	Gives the user all the detailed information to create a Legislative File, including drafting the text, adding sponsors, attachments, etc.
Level 2	Training on how to create and maintain an Agenda, by generation or by moving adding or deleting items. Also, how to produce an Agenda report and post to Internet.
Level 3	Minutes training on how to process minutes, taking action on files, voting, vote types, consent and reporting and posting to the Internet.
Level 3v	Minutes training on how to process minutes, taking action on files, voting, vote types, consent and reporting and posting to the Internet. This specific level also includes training on indexing video files to be searchable by topic on the database.
Level 4	Training on maintaining system administration tables, data, security, will review all tables with the Chicago System Administrator. This training is completed before any user training.

**Level 3V is not counted as a complete track but a subset or variation of Level 3.*

Bringing it all together...

The below matrix demonstrates how LEGISTAR will segment its unique training methodologies and tools to cater to all City stakeholders and users.

User Type	Description	Modules Offered	Class Hours	Method	Sample User Scenario
View Only	Constituents and media searching through legislative database.	• View Only	N/A	• Documentation • Web Videos	*City resident looking for legislation of interest in their neighborhood.*
Level 1	Basic accessibility for Internal clerk, aldermanic and committee staff.	• View Only • Legislative File Entry	3	• Documentation • Web Videos • Onsite Courses	*Aldermanic staff entering a legislative item for inclusion into next agenda.*
Level 2	Basic accessibility and some advanced training for agenda/system contributors	• View Only • Legislative File Entry • Agenda Creation	6	• Documentation • Web Videos • Onsite Courses	*Clerk's office staff member creates agenda for next Council meeting.*
Level 3	Advanced training for day-to-day users of the system.	• View Only • Legislative File Entry • Agenda Creation • Minutes Processing	10	• Documentation • Web Videos • Onsite Courses • Train-the-Trainer	*Clerk's office staff member aggregates and processes Council meeting minutes.*
Level 3V	Advanced training for day-to-day users of the system inclusive of video indexing.	• View Only • Legislative File Entry • Agenda Creation • Minutes Processing • Video Indexing	12	• Documentation • Web Videos • Onsite Courses • Train-the-Trainer	*Clerk's office staff member indexes council videos for searchability online.*
Level 4	Primary in-house system administrator.	• View Only • Legislative File Entry • Agenda Creation • Minutes Processing • Video Indexing • Administration	20	• Documentation • Web Videos • Onsite Courses • Train-the-Trainer	*Clerk's office staff member sets up a new user account and permissions for new aldermanic staff member.*

Timeline

User training will be administered in accordance to our three-phased implementation program. Our training plan brings together our adaptable and multi-channel methodologies with the Clerk's Office's aggressive deployment goals to guarantee a confident and ready Clerk's staff as well as an educated and bought-in user base in time for 2010's first session.

Phase 1 [February-March 2010]

The training team begins to assemble its ambassador group of key users in order to configure training activities over the course of the project. Post initial requirements gathering and validation with this group training will be administered to key Clerk staff. This training will focus on giving users the knowledge to understand, operate and use the most important system functions.

Key Activities

- Create trainee ambassador group — Mid-February
- Gather requirements — Mid-February
- Configure training materials — Late February – Early March
- Train key Clerk's staff — Early to Mid-March
- On-site Support — *March - Ongoing*

Training Breakdown

User Types	*No. of Users*[1]	*Class Hours*[1]	*Structure*	*Total Hours*
Level 1	30	3	4-6 class groups made up of 5-8 participants each. Two one and one-half hour (1.5h) classes.	18
Level 2	15	6	2-3 class groups made up of 5-7 participants each. Two additional one and one-half hour (1.5h) classes above Level 1.	9
Level 3V	5	12	1 class group made up of 5 participants. Three additional two hour (2h) classes above Level 2.	6
Various	TBD	15	Train-the-trainer class work for select Clerk members who will serve to train future Clerk staff and other City departments.	TBD

1. *All users will undergo level 1 training. Users under level 2 and 3V, are part of the initial 30 who will continue on to advanced training.*
2. *Conversely class hours are collective in Levels 2 and 3V. i.e. A user who has taken Level 1 training will take an additional 3 hours for Level 2 and an additional 6 hours for Level 3V.*

Phase 2 [April-June 2010]

Once the Clerk's staff is trained and has gotten comfortable with the LEGISTAR system's core functionality, the LEGISTAR team will proceed to scope, configure and administer training to the larger user base, particularly within the Clerk's stakeholder groups. This includes, but is not limited to, Aldermanic and Committee staff, the Law Department and the Mayor's office. Additionally in this phase, the training team will deliver admin-level training to select master users within the Clerk's office. Training delivered in Phase 2 will use key Clerk staff as training leads in the classroom. This will facilitate their ability to teach others as well as demonstrate their ownership of the system to other City departments.

Key Activities

- Gather requirements — April
- Configure training materials — Late April - May
- Deliver training — June
- On-site support — *Ongoing*

Training Breakdown

User Types	No. of Users[1]	Class Hours[1]	Structure	Total Hours
Level 1	150	3	15 class groups made up of 10 participants each. One three hour (3h) class for each group.	45
Level 2	100	6	10 class groups made up of 10 participants each. One three hour (3h) class above Level 1.	30
Level 3	50	10	5 class groups made up of 5 participants each. Two additional two hour (2h) classes above Level 2.	20
Level 4	3	20	Class group made up of 3 participants. Five additional two hour (2h) classes above Lev. 3.	10

Phase 3 [July-October 2010]

Phase 3 will focus efforts on creating all materials and documentation for open use by City constituents and the public at large. Additionally in this step, the LEGISTAR training team will be providing ongoing support for trained users as well as refresher training courses for users who require them.

Key Activities

- Refresher courses *On-demand*
- Configure training materials for public use July - August
- On-site Support *Ongoing*

Training Breakdown

User Types	No. of Users[1]	Class Hours[1]	Structure	Total Hours
View Only	Open	N/A	Web tutorials and documentation for ease of use by all external users.	N/A

5.2.5. F Maintenance & Support

LEGISTAR support includes unlimited and direct personal support from your dedicated support team. Your LEGISTAR support team will provide complete maintenance and monitoring of all LEGISTAR products and services. All LEGISTAR clients receive the same level of service and support. LEGISTAR support services include all software updates (enhancements and bug fixes). Our goal is to always provide our clients with the best support experience possible to ensure our clients can get their job done.

Your LEGISTAR support team is available 24 *7 *365 to address any issues or questions:

Phone: 1-866-430-2810

Your LEGISTAR support team is also available from 7 a.m. to 7 p.m. Central Time, M - F, excluding holidays, online:

Email: support@legistar.com

Our personalized attention and unparalleled issue response methodology will demonstrate how we are committed to provide the best support in the industry. When you call your support team you can expect to get a technician that will help get your question\issue resolved right away. All members of LEGISTAR's support team have at least 10 years experience with LEGISTAR.

Support for the LEGISTAR solution described here as well as the Granicus video components include fully managed services, complete monitoring and maintenance of your on-site hardware and unlimited 24/7 technical and user support for your complete solution. All clients receive the same level of service. Managed Services also include all software updates and bug fixes for all software components included in this Proposal.

The goal of our Managed Services program is to help the City realize the highest level of value and satisfaction, without incurring additional or unexpected costs. Personalized attention, incident response, and on-demand solutions drive our Customer Advocacy philosophy, which is committed to maintaining the technical integrity of this proposed solution throughout its lifecycle.

Daystar will provide optimal support to the City of Chicago and will meet and exceed the following City expectations:

1. Live technical support help line – includes toll free support hotline, live support during Clerk's office regular business hours from 8:00a.m. - 4:00p.m. Central Standard Time at a minimum, availability of 24 x 7 hotline during peak months of the year: (Daystar's support hours for the City of Chicago will be 24 *7 *365.)
2. On-line support: (Daystar offers as a standard service)
3. E-mail support: (Daystar offers as a standard service)
4. Access to support managers and development staff if required: (Daystar offers as a standard service)
5. Problem reporting and resolution procedures: (Problems\questions can be submitted to Daystar via phone ,email or online. Each issue will get a tracking number that the city can use for future reference. If the issue requires a program fix then it will be put into our development cycle and the city will be updated on its status. Once the issue has been addresses the city will be notified that there issues has been fixed and ready for their review.)
6. Known issue tracking: (Daystar offers as a standard service)
7. Electronic access to help desk databases: (Daystar offers as a standard service)
8. Support plan options: (Daystar offers unlimited support 24 *7 *365.)
9. Availability of user groups: (Daystar does not have regular planned user groups, but seeing that we are based in Chicago we can certainly schedule these with the city whenever needed.)
10. Types and frequency of user conferences: (Daystar does not have regular planned user conferences, but seeing that we are based in Chicago we can certainly schedule these with the city whenever needed.)
11. Thresholds for support limitations: (Daystar does not put a limit on the amount of support provided to the city. You can submit unlimited question\issues\ideas as needed.)
12. Bug fixes and patches: (Bugs are fixed as soon as possible. Once bugs are fixed and tested they are put into a release update (patch). Patches are thoroughly tested\documented and provided to the city as soon as it released. Patches are released on an as needed basis.)
13. Delivery method of future upgrades and product enhancements including frequency of upgrades by module: (Delivery of a new version can be done in several ways. Deliveries can be performed by daystar remotely, can be performed by City staff with the assistance from Daystar, or seeing we are located in Chicago, Daystar can deliver the updates on-site. Upgrades consist of enhancements\fixes and are scheduled on a quarterly basis.)

Software Maintenance and Support Contract

During the first ninety (90) days following the initial installation, Daystar will provide software support and maintenance for the proposed LEGISTAR system. Software Support contracts with Daystar are annually renewable at the published costs in effect at the time. Daystar Ongoing Support requires that:

- The City maintains a current support contract for that particular version of the software, and
- The local host operating system, database and any other interdependent third party software application licenses are current and remain supportable by their respective vendors.
- Daystar is provided remote access to the LEGISTAR system as needed to review issues or provide maintenance.

Updates

System updates are collections of general patches and new product features that have been made since the last update. Updates are downloaded for automatic updating to the application. These updates are typically released 2 to 4 times a year and are provided at no cost per the terms of the support or subscription agreement.

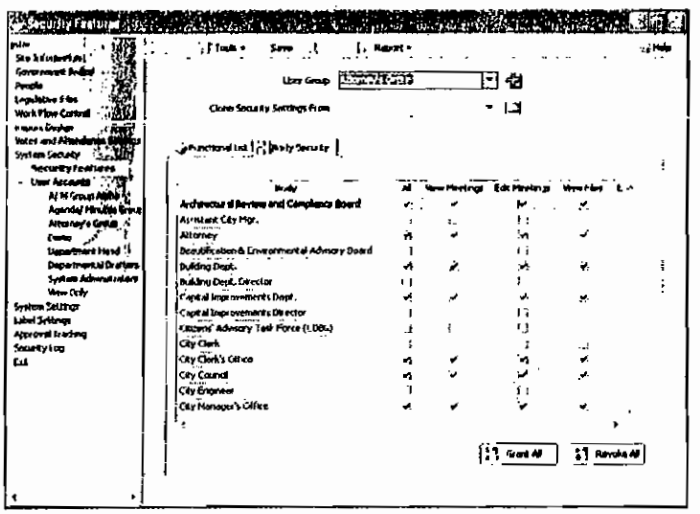
Remote System Administration Management

In addition to those services described in the Annual Subscription or Maintenance Agreement, Daystar can also provide the following remote administration services as part of the on-going annual Support program at no extra cost. These services would include:

- Adding or deleting staff members, officials and office information,
- Modifying and maintaining database security information,
- Maintenance of user security groups and permissions,
- Maintenance of existing or new committees or other meeting bodies,
- Maintenance of all workflow and system administration tables,
- Assistance to City IT staff related to database back-up procedure.

System Security

LEGISTAR includes a multi-tiered, security system. You can control access to most functions including viewing, editing, deleting records & agendas and printing reports.



Unlimited security groups can be defined, each with their own security settings and names that are appropriate for your installation. For example, a 'Legal Office' group could have add and edit access but not have permission to generate an agenda or take minutes.

Secured and non-secured statuses on different file types, agendas and minutes allow you to further define those records that can be viewed. For example, the Finance Department could be restricted to creating/editing agendas and minutes only for the Finance Committee.

LEGISTAR Administration is easily managed through intuitive screen forms and table controlled settings that do not require technical expertise to perform. This will allow a City user with limited technical skills to be trained on how to make and manage security and other administrative modifications.

Security can be set for all these functions:

- Viewing, adding, editing and deleting files.
- All text functions
- Editing fields within the Legislative Matter screen.
- Viewing or editing legislative history lines
- Adding, viewing or editing agendas and minutes.
- Adding, editing or viewing referrals.
- Marking referrals as returned.
- Individual security for each separate report.

An automatic audit log of all primary actions affecting the records uses built-in database functions. The logging function includes date, time, operator and event information regarding significant system additions, deletions, and modifications. The audit log parameters and report definitions are customizable by the LEGISTAR system administrator.

LEGISTAR passwords are encrypted and are not stored anywhere except the database. The system allows end users to type in their password in a non-printing, non-displaying manner (i.e. *****). LEGISTAR can also provide password format support enforced through an interface to Active Directory if desired.

Remote Disaster Recovery Service

LEGISTAR Matrix - LEGISTAR Matrix is a hosted service that eliminates the day-to-day hassle of performing nightly tape backups and automatically transports data to secure offsite servers. LEGISTAR Matrix will automatically back up all LEGISTAR data, including SQL Server databases, published meetings, and attachments, and send it over the Internet to secure remote servers. Everything is secured with AES 256-bit encryption. This process is completely automated and runs on a schedule, so no user interaction is necessary. The possibility of human errors is also reduced.

Fully Configurable

The vast majority of configuration needs are typically handled through LEGISTAR's administration console which provides access to over 300 variables that can be configured to meet the City's needs, without any customizations. This includes many formatting, sorting, and data variables that can be adjusted by the user to produce a wide variety of report styles without any programming at all.

Dynamic data elements for headers, Chicago logos, dates, locations, and even date-sensitive membership of Council and committees ensure that the agendas and minutes will always be correct without any programming changes whenever information changes. Chicago users can insert any number of standard language paragraphs in the default agenda templates, which will always print as-is or can be further modified at runtime. LEGISTAR's standard configurable report layouts are included for agendas, minutes, cover memos, and other reports.

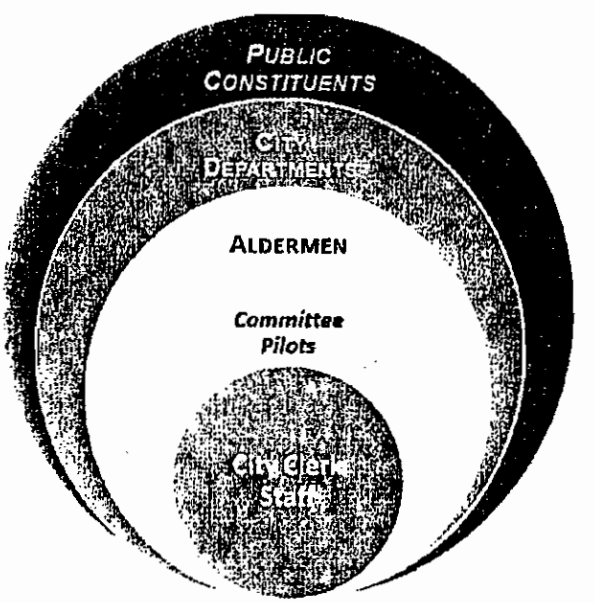
LEGISTAR's Administrative interface does not require a technical skill set for making modifications to the system tables and user access (i.e.: Create new users, forms, report creation, workflow changes, etc). The system was designed from the ground-up to eliminate any dependency on technical staff for its regular operation. LEGISTAR provides the ability for user definition and maintenance of system look-up tables to be done without requiring programmer intervention or technical skills beyond standard Windows terminology.

The City System Administrators will be fully trained on all aspects of administrative workflow and security administration management, eliminating the need to contact Daystar for Administration changes to your LEGISTAR system

5.2.5. G Organizational Change Management

Change is difficult. Despite the virtues of any particular project, it is human nature for staff to be anxious about learning new skills and adopting new roles. It is important that the different constituencies involved in this project develop a sense of ownership in the new software and business processes. We recommend an organizational change management approach that establishes a strong partnership between the project team and the affected user community.

Our long experience in the public sector has taught us that the success of a project isn't about the technology; it's about people. For all of the stakeholders, our organizational change management approach uses the following guiding principles:



Respect & Listen to Concerns

All staff members must have adequate opportunity to express their fears and concerns at the outset of the project, or they will never be able to suspend their disbelief and allow themselves to see that their concerns have been addressed. This is human nature, and it is important not to try to shortcut the human need to feel that someone is listening.

Build Champions from Existing Opinion Leaders

Opinion leaders within groups are not always the official leader. Our team will work with Clerk staff to identify those opinion leaders and involve them in advisory groups at various levels. This greater involvement in the project will help to transform these opinion leaders into project champions.

Stakeholders Own Their Plans

Draw upon the institutional knowledge of members of each of the major constituencies to develop a detailed change management strategy for *their* group. As outsiders, we cannot bring something as personal as a change management plan to the table and expect that it will work. We must build trust between our team and the internal champions to the extent that these champions feel ownership for the success of the plan.

Integrate Strategies throughout Project Activities

Change management is not a discrete "step" in a project schedule. It is an ongoing strategy and approach that must be incorporated in every task. Workflow analysis should listen for user concerns and issues related to proposed flows. Training should incorporate discussion and creative design of policies and teaching approaches. Communication plans should reinforce overall messages and tailor tactics to various stakeholder groups.

Using the principles above, custom strategies will be needed to work with different constituents based on their different roles and responsibilities for using the system. Details for each constituency are outlined below.

City Clerk, Council Division Staff

- *User Workgroups*
- *Participation in Design*
- *Round Table Sessions*
- *Lunch & Learns*
- *Training*
- *Newsletters*
- *Web Portal "Suggestion Box"*
- *Testing Reviews*

As the City Clerk is the ultimate owner of the Legislative Electronic Document Management System, the Clerk's Council Division staff will be the first group of users to use the LEGISTAR system and adapt to new business processes. As described earlier, we recommend that the workflows that are most directly managed by the Council Division staff be in Phase I of the implementation.

Due to the long institutional memory held by Council Division staff, it is critical that they have a real opportunity to review and critique the setup of the software. If users have a clear role in the decisions being made, they are much more likely to feel a sense of ownership, and that they were a part of the process, rather than that a change was forced upon them. It is to the Clerk's great advantage that the current staff has "seen it all" over a long period of time and will be able to determine the list of use cases that must be tested.

We recommend establishing an advisory workgroup within the Council Division to be involved during the system configuration, meta data definition, and workflow design. The workgroup members should represent all key roles and responsibilities that take place within the Council Division. This builds a group that first-hand knowledge and experience with all the business processes and workflows being configured. Workgroup members will be responsible for soliciting input (perhaps with the assistance of the project team) from the Council Division staff they represent.

For staff members who serve on the workgroup, their regular participation in the project will help create the sense of ownership, and they will have the first-hand knowledge of what is happening. It is critical that every staff member, no matter their role or responsibility, know exactly which of their fellow Council Division staff is responsible for representing their interests. The project team will prepare regular communications about the project in conjunction with the Council Division workgroup members, and will disseminate this information using whatever method (e-mail, website updates, in-person meetings, a combination of multiple strategies) that the Council Division workgroup believes to be the most effective. The goal is to make sure that EVERY staff member can accurately understand the new processes and procedures, how they will be affected, and never be more than one person away from someone who is directly involved.

The Council Division staff's enthusiasm and support are critical for building support across the user community outside the Clerk's office. Enthusiasm is contagious, just as discouragement. It is certain that if the Clerk's staff does *NOT* like the system, that it will be *VERY* difficult to build support within City Council or external City Departments.

City Council Committees and Aldermen

- *Early Demonstrations*
- *Identify Aldermanic Needs / Priorities*
- *Technology Committee Outreach*
- *Regular Status Updates*
- *Committee Pilot*
- *Incentives*

This constituency is critical to the long-term success of the new Legislative EDMS. Without the cooperation of these users, the Council Division staff will be continually stuck reformatting paper and adapting all of the existing input methods to fit into LEGISTAR.

This constituency does not necessarily feel the pain of the current, manual, labor-intensive processes. Early communications are important to identify attributes of the system that can relieve pain points for the committee and aldermanic staff.

Our approach recommends identifying key Committee and Aldermanic staff who are system-savvy and naturally curious about the capabilities of the new system.

Although Phase I primarily affects and benefits the Clerk's Council Division staff, we recommend giving these key Committee and Aldermanic staff some opportunity to see the system at work and get excited about it. These early champions can assist the project plan in identifying effective strategies for reaching the wider council population.

Early system demonstrations, open house events, presentations to the established Technology Committee of the City Council are all methods that can build awareness in this constituency. Conversations with elected officials in other jurisdictions that use this technology may be very powerful as a peer to peer discussion. As Milwaukee is a nearby client, an observation delegation may be feasible.

During Phase 2, identify friendly council committees to participate in pilot implementation of document management integration. This early rollout will help develop a practical model for the committees that can be used as a starting place for later committee integration. Success with the pilot may develop a demand from other committees to obtain the same benefits.

Fundamentally, we believe that the people who know the most about how to get Council Committee and Aldermanic staff bought into change are their own peers. If we can tap into these early champions and draw on their expertise about their colleagues and how they relate to each other and adopt new ideas, we will ultimately be more successful. Not only do they know that Alderman X never does anything without Alderman Y's approval, but they will also get the opportunity to build a new identity for themselves with some cache if they can figure out how to use their own knowledge of the new system to some advantage. Rather than try to discourage this phenomenon, we should tap into it. Anything the project team can do to help the Committee and Aldermanic staff promote the use of the system should be promoted for the overall good of the project. This may include providing some incentive within the legislative process to comply with new submittal formats, timelines, etc. Again, the internal champions will help us determine what works, and we should build a change management plan around their input and advice.

Chicago Departments

- *Template Design Sessions*
- *Security Design Walkthroughs*
- *Multi-Department Workgroups*
- *Lessons Learned from other jurisdictions*

The City of Chicago departments that may have the most involvement with the legislative tracking system are the Law Department and the Mayor's Office. These departments are active in submitting new matters, and may have the most significant concerns about the use of a centralized system for legislative drafting. In addition to the communication strategies used with the other constituencies, these users may need additional focus on security and templates.

Authoring within the system is a workflow that requires significant cooperation from these staff members. It will be especially important to conduct a hands-on workshop to adapt departmental templates to the new online workflow.

It is critical that the project team listen to City Department concerns about privacy and security, and determine how the system can be configured to address their concerns. While the authoring functionality may not be enabled until Phase 3, it is advisable to start these conversations early in the project.

As with the other constituencies, workgroups will be established to identify custom requirements, meta-data attributes, and workflow needs.

Options and Supplemental Services

The LEGISTAR system with Granicus Video services provides tremendous flexibility and scalability to the City. In addition to fully meeting the current needs specified in the RFP, Daystar is providing the following optional considerations.

Committee use of LEGISTAR for agendas, meeting minutes, and workflow is included in the City's Enterprise LEGISTAR service. There is no additional monthly or annual fee for any committee. There is a one-time set-up fee per committee of $6,000, which includes custom configuration and training for the committee staff.

Committee use of the LEGISTAR/Granicus video service to record, index, and serve committee meeting video on demand can easily be added to the basic council service. The set-up fee per committee is $1,000 which includes software installation, configuration, and three hours of on-line training. There is also a service fee of $4,200 per year per committee for the video service itself. This assumes that the committee meeting takes place in the Council Chamber, which will already be set up with cameras and the Granicus Encoder. If committee meetings take place in separate committee rooms, then each room requiring the video service will also need a Granicus Encoder at the cost of $2,950 each.

Approval Tracking for departments to use in pre-introduction workflow management and tracking of documents that must go through various reviews, edits, and approvals before being introduced to Council.

Voting System using either small handheld devices, touch-screens, or laptops for aldermen to enter their votes and requests to speak during the meeting. This system is provided by one of Daystar's technical partners and tightly integrated into the LEGISTAR Meeting Manager. We recognize that this option is not a requirement for this proposal, but can be easily added when the City is ready.

Closed Captioning for the streaming video has been included as a software feature within the annual service fee for the Granicus video service. However, the actual captioning work is a variable based on the number of hours required at the hourly rate of $150 if added into this project. The City may have a company that it prefers for this service, or Daystar can subcontract this also.

We have estimated approximately 20 Council meetings per year with an average length of perhaps four hours. We know that some are much shorter and that others can go longer. We also know that there are not always two meetings a month, but that there are sometimes more than two especially during the budget season. If the City required that the contract include this optional service for a fixed fee, we would use the 20 meetings by 4 hours by $150 for a total of $12,000 for the first year.

These and other potential expansion options can be discussed at the convenience of the City as well as the additional costs associated with each.

CITY OF CHICAGO PROJECT SCOPE AND EXHIBIT 3

Scope

The LEGISTAR system proposed here combined with the Granicus video services will fully meet the Goals and objectives as described in this Proposal and as addressed in the Executive Summary in section 5.2.2

RFP Exhibit 3

		SUP	MOD	3rd	CST	FUT	NS	Comments
GENERAL PREFERENCES								
GEN1.	If requested, can you provide a demonstration of this system?	x						
GEN2.	Do you support the Oracle 10G (or later release).	x						Hosted is SQL Server, installed can be SQL Server or Oracle.
Audit & Retention								
AR1.	Provide a document audit trail. General auditing information maintained by the system should include the level of control over what activities are audited (add, delete, modify, annotate, rendition, print, other). Controlled by individual logons, roles and groups.	x						
AR2.	Audit trail includes records management actions such as marked for destruction, destroyed, legal hold actions, etc.	x						
AR3.	Simple to configure document life cycle and retention schedule.	x						
AR4.	Rentention schedules can be configured by index value or document type.	x						
AR5.	Support time, event and time/event driven rentention rules.	x						
AR6.	Managers can be notified prior to document destruction.	x						
AR7.	Approvals can be given before document destruction can take place.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
	Document Importing & Exporting							
IE1.	Provide a method to manage the mass and ongoing migration of legacy documents.	x						
IE2.	Ability to import and edit existing Word and WordPerfect documents for use as templates.				x			LEGISTAR interfaces with Word, support for WordPerfect can be added.
IE3.	Allow for the following document import methodologies: fax and direct scanning; direct loading and copying.	x						LEGISTAR interfaces with TWAIN compatible scanners and allows any type of a file to be attached to a legislative record. The city can continue to use Kofax to scan files to a folder to be later attached in LEGISTAR. Any more sophisticated methods (such as using Web services to push files directly into the system) can be added as a customization.
IE4.	Accept and support a wide range of common and standard content types: structed content (e.g. database data, Miscosoft Excel spreadsheets, and transactions); documents (e.g. Microsoft Word, WordPerfect, Acrobat PDF, HTML, XML, Java and photos and other images. Digital media such as visual files shall also be supported (e.g. TIFF, PDF, JPEG, Mpeg, GIF, BMP, Raw Text, Scitex, Targa, PCX, Pixar, PNG, Pict, AVI, ASC II, RSS). The system shall be able to work with large and irregular shaped documents.	x						
IE5.	Support cleanup of ingested documents, including deskewing, image smoothing, cropping and rotations, and noise removal.			x				Scanned images can be cleaned up prior to them being attached in LEGISTAR. The city can continue to use Kofax.
IE6.	As incoming documents are received, the system should provide rules-based routing for automatic processing.	x						
IE7.	Ability to export to Word, WordPerfect, TIFF, PDF, HTML, E-mail, Rich Text and/or be sent to printer.	x						
IE8.	Support data export for analysis and manipulation in standard desktop analysis tools, such as MS Excel.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
IE9.	Describe available functions for exporting documents and indices from the EDMS repository, including a complete export of all document/indices in the system.	x						LEGISTAR SDK includes XML-based Web services that allow querying virtually all data in the system.
IE10.	Exported data can be burned to CD and other removable storage devices.	x						
	Document Indexing & Retrieval							
IR1.	Support forms processing, including the ability to auto-index and extract data from boxes and lines to populate database as well as other applications.			x				LEGISTAR uses a highly adaptive methodology that would most likely result in a more efficient process. If the city requires this specific functionality, it can be added as a customization.
IR2.	Have the ability to auto-index & extract meta-data directly to various applications.	x						
IR3.	Support virtually unlimited indexing schemes, allowing for different indexes by document type, and different data types for each index field.	x						
IR4.	Allow for index field validation (e.g., require entry or require certain formats).	x						
IR5.	Support cross-referencing between documents.	x						
IR6.	Support cross reference items to City of Chicago Municipal Code.	x						
IR7.	Provide for retrieval of documents via a variety of means, including keyword searching, foldering, and full-text searching.	x						
	Electronic Forms							
EF1.	Contain a web-based e-forms product for publishing legislative electronic forms (I.e. ordinances, resolutions, Committee agendas, etc.) to the intranet/internet.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
EF2.	Support creation, review, approval, publication and management of electronic forms with input fields that can be configured to represent existing legislative documents used by Aldermen, City Departments, the general public, etc.	x						
EF3.	Support paper-to-digital form conversion, and enable the user to edit a form once converted.	x						
EF4.	Support email distribution of these forms.	x						
EF5.	Provide a mechanism for assuring that new files created from e-forms are saved as separate files.	x						
EF6.	Limitless number of forms that can be created and published in the e-forms application.	x						
EF7.	Utilize a publishing functionality that allows the administrator to determine when a form is published and made available to the users in various applications.	x						
EF8.	Provide the ability to automatically assign a unique sequence number utilizing bar code technology for each document created and include this number in an automatically generated header. This shall facilitate association of hard copy/printed documents with their corresponding electronic records.			x				The answer here depends on which part of the process this is applicable to. The city can either use its existing Kofax solution or LEGISTAR can be customized to add bar codes to documents that are produced by it. The association of physical record could then be created by producing a cover sheet with a bar code that would have the LEGISTAR's record ID encoded into it.
EF9.	Allow for electronic signature and proxy signature of documents.			x				LEGISTAR can store digital images of signatures and print them on reports. It can also use its built-in functions to control approvals of records, which is regarded by many municipalities as a sufficient "signature". Any other requirements can be added as a customization.
EF10.	Comply with all Federal and State regulations regarding Electronic forms and Electronic signatures.	x						
EF11.	Universal updates to State and local laws should automatically update e-forms and allow for approval prior to publication.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
Intranet/Internet Publishing								
IP1.	Create a customizable public portal for searching all legislative documents which can be integrated to the current web design of the City Clerk's website.	x						
IP2.	Automatically post all legislative documents for viewing over the Internet.	x						
IP3.	Display the meeting type, associated agenda, video, pod-cast and supporting documentation for each meeting.	x						
IP4.	Provide a method to download all legislative documents and associated attachments as a single PDF and allow printing of legislative documents.	x						
IP5.	Provide archival/historical information to all legislative documents, agendas, motions, and votes.	x						
Physical Records								
PR1.	Support tracking of physical records from receipt to delivery (e.g., third party records storage services)	x						LEGISTAR uses a highly adaptive methodology which includes a variety of user-defined fields that can be used to record metadata about the associated physical records. If the city requires more advanced records management functionality, it can be added as a customization.
PR2.	Support the management and tracking of physical files and boxes.	x						Same as above.
PR3.	Support the movement of files from active filing to inactive, off-site record storage.	x						Same as above.
PR4.	Provide an audit trail or chain of custody relative to the movement of physical files.	x						Same as above.
PR5.	Tracking of physical records from receipt to delivery to third-party records storage services.	x						Same as above.
PR6.	Records destruction services.	x						Same as above.
Reporting								
R1.	Provide reporting capability to track user activity - spcifically usage of content, aging, etc.	x						
R2.	Provide standard (out of box) and modifiable reports.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
R3.	Provide the capability to create pre-defined reports.	x						
R4.	On-line viewing, printed output and file output of reports.	x						
R5.	Support the automatic generation and distribution of reports based on business rules.				x			Most reports in LEGISTAR are run by the user on demand. We have certain features on the public Web site (RSS feeds, e-mail alerts) that might accomplish some level of automation. We can also add this as a customization.
R6.	Provide a web-based interface for reporting.	x						
	Search Engine							
SE1.	Provide for Google-type searching capabilities of agenda, minutes, closed captioning, video, supporting material, etc.	x						
SE2.	Allow searches using any combination of fields, text and content, including but not limited to: natural language, clustering, word stemming, synoyms and text analytics.	x						
SE3.	Provide a query building tool that supports formulation of complex queries.	x						
SE4.	Search key words across multiple tables, limiting search to index fields or including full text (contents) of document.	x						
SE5.	Search results include document number, title, status, introduction/passage date, sponsor and provide links to the legislative documentation, including all supporting documents, video and audio archives.	x						
SE6.	A "Legislative History" summary page showing results of a search for a topic, meeting with listings of: meeting dates, agendas, minutes, document numbers, titles, effective dates, voting history, legislation text, supporting documents, and video records.	x						
SE7.	Ability to save search terms and subscribe to the option to receive alerts daily, weekly, monthly, etc. based on search criteria.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
SE8.	Ability to export search results to any file format, including but not limited to: Word, WordPerfect, Excel, PDF, HTML, Raw Text and print results.				x			LEGISTAR does not export to WordPerfect but this can be added.
	Security & System Administration							
SA1.	Allows for integration with Microsoft Active Directory, Novell Directory Services or any LDAP-compliant directory service to allow for adoption of user sign-on security?	x						
SA2.	Provide group level as well as individual user security.	x						
SA3.	Electronic signature software with built-in security built to prevent identity theft.			x				LEGISTAR can store digital images of signatures and print them on reports. It can also use its built-in functions to control approvals of records, which is regarded by many municipalities as a sufficient "signature". Any other requirements can be added as a customization.
SA4.	Systems Administrator functionality that can manage overall system and provide help to users when necessary.	x						
SA5.	Enable the usage environment to honor the rights associated with the content? (Ex. If the user only has the right to view the content then printing or copying will not be allowed.)	x						
SA6.	Ability to provide role based security across all templates, content, processes and repositories (e.g. for individuals, groups of users, individual files, directories or sites).	x						
SA7.	Ability to restrict access by end users to designated areas of a website using authentication mechanisms such as user name and password.	x						
SA8.	Enable individual security to be defined at the folder, subfolder, document, and process level. This may override role based security, so that a document might have "default" security, which can be restricted at the user or administrator's discretion.	x						

		SUP	MOD	3rd	CST	FUT	NS	Comments
SA9.	Support encryption of data between the system and the user's computer through standard web encryption (SSL). Encryption algorighm used shall be based on Advanced Encryption Standards (AES).	x						
SA10.	Individuals should only see those document they have been granted access to, both when navigating and searching.	x						
SA11.	Individuals should only see documents they have been granted access to, both when navigating and searching.	x						
SA12.	Allow administrators to control who may set, change or override document security settings.	x						
SA13.	Provide for the capture and secure storage of electronic signatures associated with content approval or other process steps.			x				LEGISTAR can store digital images of signatures and print them on reports. It can also use its built-in functions to control approvals of records, which is regarded by many municipalities as a sufficient "signature". Any other requirements can be added as a customization.
	Workflow							
WF1.	Allow for editing, spell check, revisions or replacement of scanned documents.	x						
WF2.	Maintain audit trail of changes made to each item, including date and time stamp, creator, editor and type of access (e.g., ready, modify).	x						
WF3.	Provide check-in/check-out control for each content item stored in the content repository.	x						
WF4.	Enable users to continue viewing a document when it is checked out.	x						
WF5.	Provide users visual feedback indicating a file's status (e.g., who has content checked out, how long it has been checked out).	x						
WF6.	Allow versioning of legislative items, such as draft, revision, and final Minutes/Journal.	x						
WF7.	Provide version control to maintain version integrity throughout the lifecycle of a document.	x						

Disclosure Summary Sheet

Contract (PO) Number: 21883

Specification Number: 79485

Name of Contractor: DAYSTAR COMPUTER SYSTEMS INC

City Department: CITY CLERK

Title of Contract: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Term of Contract: Start Date: 9/7/2010

End Date: 9/6/2013

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$699,931.00

Brief Description of Work: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

Procurement Services Contract Area: PRO SERV CONSULTING $250,000orABOVE

Vendor Number: 53650021
Submission Date:

8.24.10

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

DAYSTAR COMPUTER SYSTEMS, INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [X] the Applicant

OR

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

OR

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

B. Business address of Disclosing Party: 600 WEST JACKSON, SUITE 580
CHICAGO, ILLINOIS 60661

C. Telephone: 312-559-0400 Fax: 312-896-5052 Email: RONC@LEGISTAR.COM

D. Name of contact person: RON CICHON

E. Federal Employer Identification No. (if you have one): 36-3262444

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

REQUEST FOR PROPOSAL FOR LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM, SPECIFICATION NO. 79485

G. Which City agency or department is requesting this EDS? CITY CLERKS OFFICE

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

Specification # 79485 and Contract # 21883

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ]	Person	[ ]	Limited liability company*
[ ]	Publicly registered business corporation	[ ]	Limited liability partnership*
[X]	Privately held business corporation	[ ]	Joint venture*
[ ]	Sole proprietorship	[ ]	Not-for-profit corporation
[ ]	General partnership*		(Is the not-for-profit corporation also a 501(c)(3))?
[ ]	Limited partnership*	[ ]	Yes [ ] No
[ ]	Trust	[ ]	Other (please specify)

* Note B.1.b below.

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

ILLINOIS

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

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title
RONALD CICHON	CEO
John Cichon	VP/SECRETARY
RONALD CICHON	DIRECTOR SOLE

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

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

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

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

Name	Business Address	Percentage Interest in the Disclosing Party
Ron Cichon	600 West Jackson, Chicago	48.3
John Cichon	600 West Jackson, Chicago	32.2

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

[ ] Yes [X] No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Blue Darling "Anticipated"	688 N Milwaukee Chicago, IL	Sub contractor	Estimated 56,700
Softbang, LLC "Anticipated"	145 Tower Dr Burr Ridge, IL	Subcontractor	167,425
Granicus, Inc "Anticipated"	568 Howard St San Francisco, CA	Subcontractor	69,000
David L. Bell & Assc "Anticipated"	30 West Monroe Chicago, IL	Attorney	4,000

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

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

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

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

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

_____

_____

_____

_____

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

[ ] is [X] is not

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

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal
Code, explain here (attach additional pages if necessary):

_____

_____

_____

_____

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

[ ] Yes [X] No

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

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

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

_____

_____

_____

_____

SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

_____

_____

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

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

[ ] Yes [ ] No

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

[ ] Yes [ ] No

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

[ ] Yes [ ] No

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

_____

_____

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

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

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

CERTIFICATION

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

VAYSTAR COMPUTER SYSTEMS, INC. Date: 12/29/09
(Print or type name of Disclosing Party)

By: 4/7/2010
(sign here)

RONALD CICHON
(Print or type name of person signing)

CEO
(Print or type title of person signing)

4/7/2010 , y Ron Cichon

Signed and sworn to before me on (date) 12/29/09, by Maritza Parrales, at _____

Cook County, Illinois (state).

Notary Public. 4/7/2010

Commission expires: 7/06/11.

OFFICIAL SEAL
MARITZA PARRALES
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 07/06/11

11/01/05 Version

"OFFICIAL SEAL"
THOMAS PRIMOZIC
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 04/15/10

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

[] Yes [X] No

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

such familial relationship.

_____

_____

_____

CERTIFICATION

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

DAYSTAR COMPUTER SYSTEMS, INC. Date: 12/29/09
Print or type name of Disclosing Party)

By:
(Sign here) 4/7/2010

Rowland Cichon
(Print or type name of person signing)

CEO
(Print or type title of person signing)

4/7/2010 Row Cichon

Signed and sworn to before me on (date) 29th of December 2009, by Maritza Parrales,
at Cook County, Illinois (State). 4/7/2010

Maritza Parrales Notary Public.

Commission expires: 7/06/11.

OFFICIAL SEAL
MARITZA PARRALES
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 07/06/11

"OFFICIAL SEAL"
THOMAS PRIMOZIC
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 04/15/10

EXHIBIT 4

General Conditions

GENERAL CONDITIONS
SUPPLY/SERVICE

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GENERAL CONDITIONS
SUPPLY/SERVICE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**
Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured
Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.
A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

EXHIBIT 5

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2012

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 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	CONTACT NAME: Barbara Hernandez
Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922 E-MAIL ADDRESS: barbara@properlyinsured.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop Casualty Co of A	25674
INSURER B: Travelers Ind Co of CT	25682
INSURER C: Evanston Insurance Company	35378
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Granicus, Inc.
600 Harrison St. #120
San Francisco CA 94107

COVERAGES **CERTIFICATE NUMBER:** CL121306165 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		ZPP12N450521215	1/1/2012	1/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA3402P458	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			ZUP12N453041215	1/1/2012	1/1/2013	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			HJUB8133P87012	1/1/2012	1/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Errors & Omiseions Misc Profeesional			IT-804234	1/1/2012	1/1/2013	Each Claim Aggregate		$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured per form CGD417 0708 attached. Contract #24530

CERTIFICATE HOLDER

Cook County Government
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
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

Vanessa Salazar

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EXHIBIT 6

Cook County Board Authorization

SECRETARY TO THE BOARD OF COMMISSIONERS

CONTRACT

ITEM #5

APPROVED

Transmitting a Communication, dated October 12, 2012 from

MATTHEW B. DeLEON, Secretary to the Board of Commissioners
and
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Granicus, Inc., San Francisco, California, for a Legislative Electronic Document Management System.

Reason: The Legislative Electronic Document Management System (System) is an automated agenda workflow solution that enables paperless creation, production and distribution of agendas, back-up documents, amendments and reports for a number of Cook County legislative bodies. The System provides effective tracking of progress through the legislative process, voting and an integrated searchable database of proposed and approved legislation. When indexed with our media archive, the system attaches any video of the deliberations on a given item to provide widest possible context of legislative history on an item.

The System may enable County agencies to experience a decrease in the amount of time spent preparing paper copies of items and supporting documentation, delivering information to Commissioners and the President and tracking results and progress of their items. Additionally, the System will also provide an opportunity for other county agencies with public agendas to automate their agenda processes.

There is no connectivity between the existing Automated Board Agenda system (ABA) built in 2008 and the existing legislative document system ("Jackets") built in 1995. Board items for referral to committee and entered into the ABA must be manually keyed into the Jackets system to assign committee numbers and create committee agendas and reports. New items and Consent Calendar items must also be manually entered into Jackets. Manual entry between systems increases significantly the chance for error in the information, jeopardizing the accuracy of the legislative record. As the Jackets system has aged, the Clerk's office experiences ongoing maintenance issues for which it is difficult to find technical support.

Cook County seeks to piggyback on an existing contract between this vendor and the Office of the City Clerk of Chicago. Chicago is one of over 1000 municipal, county and state governments which have contracted with Granicus to provide similar functions. Among those are: New York City; Los Angeles City Council; King County, Washington; City of New Orleans; the Tennessee General Assembly; City of Milwaukee; Lake County, Illinois; Miami Dade County, Florida; City and County of San Francisco, California, among others.

It is expected that $69,900.00 will be spent on configuration, development, implementation and training. Annual cost of the system is $66,000.00.

SECRETARY TO THE BOARD OF COMMISSIONERS continued

CONTRACT continued

ITEM #5 cont'd

Estimated Fiscal Impact: $267,900.00 [FY 2012: $66,000.00 - (490-441 Account); and $69,900.00 - (717/018-579 Account); FY 2013: $66,000.00 - (490-441 Account); and FY 2014: $66,000.00 - (490-441 Account)]. Contract period: October 2, 2012 through September 6, 2013 with the option of two (2) one-year extensions.

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
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6	Sole Proprietor Signature Page	EDS 13a/b/c
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INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the ContracL (If so, complete Sections II and III).

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participetion have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip_____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[ ] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

_____

_____

_____

_____

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

_____

_____

_____

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

_____ _____

Signature (*M/WBE*) Signature (*Prime Bidder/Proposer*)

_____ _____

Print Name Print Name

_____ _____

Firm Name Firm Name

_____ _____

Date Date

Subscribed and sworn before me Subscribed and sworn before me

this ____ day of_____, 20_____. this ____ day of_____, 20_____.

Notary Public _____ Notary Public _____

SEAL SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

[X] **FULL MBE WAIVER** [X] **FULL WBE WAIVER**

[ ] **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

[X] (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

[X] (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

[X] (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

[X] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

[ ] (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

[ ] (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

[ ] (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

[ ] (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

[ ] (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

granicus.

600 Harrison St. Suite 120
San Francisco, CA 94107

fax 415.618.0201
phone 415.357.3618

September 10, 2012

Cook County, IL
Nicole Large
Administrative Analyst

Dear Nicole,

We look forward to continuing our relationship with you and Cook County. In regards to the Economic Disclosure Statement, we are requesting a full waiver request for MBE and WBE participation. Our firm does not currently qualify as either a MBE or WBE firm. Please note the following reasons for this request:

1. Granicus is the sole provider of Granicus Software.
2. Granicus is the sole provider of Granicus Professional Services including:
    a. Project Management
    b. Training
    c. Web Design
    d. Consulting
    e. Implementation
3. There are no 3rd Party vendors that are trained on Granicus Products or Services
4. If any Professional Services were outsourced to 3rd parties, the Cost of the project would increase dramatically.
5. The integration of the new Scope of Work in combination with the existing Granicus platform would require a Granicus Professional with a minimum of 1 year of experience. (3rd Parties do not contain the technical expertise with Granicus Products)

Please do not hesitate to contact me with any questions.

Kind Regards,

Chris Rynders
Director of Market Development
Granicus, Inc.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

_____

_____

_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes:_____ No: X

b) If yes, list business addresses within Cook County:

_____

_____

_____

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:_____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _X_ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Granicus, Inc. D/B/A: _____ EIN NO.: _____

Street Address: 600 Harrison Street, Suite 120

City: San Francisco State: CA Zip Code: 94107

Phone No.: (415) 357-3618

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Tom Spengler,	600 Harrison St. #120, San Francisco, CA 94107,	14.27 %
Emery Jones,	600 Harrison St. #120, San Francisco, CA 94107,	14.27 %
JMI,	7590 Fay Ave. #301, La Jolla, CA 92037,	51.61 %

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Ed Roshtish
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Signature

9/12/12
Date

Ed@Granicus.com
E-mail address

(415) 357-3618
Phone Number

Subscribed to and sworn before me this 12 day of September 2012

My commission expires:

July 4, 2014

X
Notary Public Signature

Notary Seal

KATHERINE H. JOHNSON
COMM. # 1894635
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commisson Expires July 4, 2014

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon exccution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existenee of familial relationships they may have with all persons holding eleetive office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assesscd a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethies shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Artiele VII Ethics, Section 2-582 of thc Cook County Code to view the full provisions of this section.

If you have questions concerning this diselosure requirement, please call the Cook County Board of Ethies at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, assoeiation, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Ed Roshtish Title: President

Business Entity Name: Granicus, Inc. Phone: (415) 357-3618

Business Entity Address: 600 Harrison Street, Suite 120, San Francisco, CA 94107

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature

9/12/12
Date

Subscribe and sworn before me this 12 Day of September, 2012

a Notary Public in and for San Francisco County

(Signature)

NOTARY PUBLIC SEAL

My Commission expires July 4, 2014

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

CRS 2 KATHERINE H. JOHNSON COMM. # 1894635 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Commisson Expires July 4, 2014 CRS 2

EDS-12

5.10.12

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Granicos, Inc.

BUSINESS ADDRESS: 600 Harrison Street, Suite 120
San Francisco, CA 94107

BUSINESS TELEPHONE: (415) 357-3018 FAX NUMBER: (415) 618-0201

CONTACT PERSON: Chris Rynders

FEIN: 912010420 *IL CORPORATE FILE NUMBER: 6826-159-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ed Roshtish VICE PRESIDENT: N/A

SECRETARY: Emery Jones TREASURER: Emery Jones

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed and sworn to before me this

12 day of September, 2012.

X Notary Public Signature

My commission expires: July 4, 2014 Notary Seal

CRS 2 KATHERINE H. JOHNSON COMM. # 1894635 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Commisson Expires July 4, 2014 CRS 2

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

File Number 6826-159-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GRANICUS, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 29, 2012, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* SEPTEMBER *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

Authentication #: 1226500330

Authenticate at: http://www.cyberdriveillinois.com

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Toni Preckwinkle

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

María de Lourdes Cos

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14th DAY OF November ,20 12

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-30-379

OR

ITEM(S), SECTION(S), PART(S):_____

TOTAL AMOUNT OF CONTRACT: $ 262,400.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED AS TO FORM:

_____
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2012

COM_____