

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

FOR NCRB USE ONLY	
Date	<u>10-04-2011</u>
Recommend Approval	<input type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	<u>5-YES</u>

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

COMPLETE THIS SECTION IF NEW CONTRACT

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

Request that negotiations be conducted only with <<name of person or firm>> for the product(s) and/or service(s) described herein.

This is a request for:

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

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

Pre-Assigned Specification No.: _____

Pre-Assigned Contract No.: 1

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract #: 15383

Company or Agency Name: Motorola

Specification #: 53600

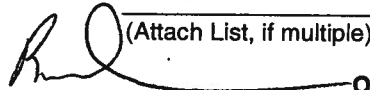
Contract or Program Description: Miscellaneous Motorola Radio Communication Equipment and Related Devices

Modification #: 3

(Attach List, if multiple)

Rosemary McDonnell

746.9369


Signature

OEMC

Department

August 29, 2011

Date

Originator Name
(mm/dd/yr)

Telephone

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
 - a. The OEMC is requesting a vendor limit increase to PO 15383: Miscellaneous Motorola Radio Communication Equipment and Related Devices. OEMC requests \$6 million added to this contract, for a total PO limit of \$17 million. Seven (7) City contracts use this contract. In addition, the contract services will be a critical component during the months leading up to and including the G-8 and NATO Summits in May 2012. Of this amount, over \$7 million has been spent. We must add these funds to ensure contract continuity during the Summits and to carry us through the contract end date, which is June 30, 2012.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
 - a. Continuation – The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. PO 8873 began in 2006 and the contract provided assemblies, accessory parts and related services to maintain the radio system. The City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
 - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

licensed or authorized to perform this service.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
 - a. See above for exclusive capability.
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
 - a. See above for exclusive capability.
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
 - a. See above for exclusive capability.
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
 - a. The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
 - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.
 - c. This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health, Aviation and Water. The Office of Emergency Communications is the largest volume user.
 - d. Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communications and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.
 - e. The Office of Emergency Management Communications is responsible for the maintenance, enhancement, and upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Yes. The City uses communications systems in which sophisticated levels of technical criteria are required. The City utilizes several Motorola Propriety equipment, including the SMARTNET radio systems. Motorola is the only vendor with a divers array of infrastructure and subscriber products compatible with the existing infrastructure systems that will allow for the continued optimal operation today.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.
 - a. See #2 above.

OTHER

Attached are the Scope of Work, and supporting documentation from Motorola


APPROVED BY:


DEPARTMENT HEAD OR DESIGNEE

Frank Lindblom
PRINT NAME


CHIEF PROCUREMENT OFFICER

8/30/11
DATE


BOARD CHAIRPERSON

Rich Butler
PRINT NAME

10/5/11
DATE OF APPROVAL

final approval 11/16/2011

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
 - a. This is an existing contract on which a vendor limit increase is being requested, not a new contract.
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
 - a. This is an existing contract on which a vendor limit increase is being requested, not a new contract.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
 - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
 - b. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
 - c. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.
 - d. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
 - e. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.
6. Explain whether or not future competitive bidding is possible. If not, why not?
 - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
 - b. The cost of a replacement system is astronomical due to spectrum availability in the City and the fact that a long term phased in approach is not practical; an entire new system would need to be up and operational and then a hard cut-over would need to take place.

ESTIMATED COST

OEMC is requesting a \$6 million dollar vendor limit increase. All of this will be grant funded from FY 2010 -the Urban Area Security Initiative (UASI) Federal grant.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
 - a. This contract started July 1, 2007 and allows for three, one year extension options. The contract expires June 30, 2012 and we are currently working on a scope of work for a new contract
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
 - a. Not at all.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
 - a. The contract provides for assemblies, accessory parts and related services to maintain the radio system.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.
 - a. Currently, there is a need for additional radio equipment to supplement the implementation of the City's narrow banding project as well as the move to a network environment that will put the City in position to be more vendor agnostic.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
 - a. This is not a Professional Services Contract
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
 - a. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
 - b. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.
 - c. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
 - d. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

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

General Information:

Date: August 23, 2011	Need by (estimated date): October 31, 2011	
Requisition No.: 62745	Contact Person:	Project Manager:
Specification No.: (if known) 53600	Rosemary McDonnell	Martin Ryczek
PO No.: (if known) 15383	Telephone: 746.9369	Telephone: 312.285.892
Modification No.: (if known) 3	Fax:	Fax:
Previous PO No.: (if known)	Email: rmcdonnell@cityofchicago.org	Email: : Martin.Ryczek@chicagopolice.org

Project Description: OEMC Vendor Limit Increase to PO 15383: *Replacement Parts and Repair Services for Motorola 2-Way Communications Equipment and Related Systems*

Funding:

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

PROJECT	TASK	TYPE	\$ DOLLAR AMOUNT
P05820100079	582705.11HS3D.0400.0000	220400	6,000,000

Term Estimated Value \$6,000,000

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: 12/31/2012.

Scope Statement:

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

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

Purchase Order Type (Check All That Apply):

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

Contract Term: July 1, 2006-June 30, 2012

** Requested Term (Number of Months): N/A

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

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

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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

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

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

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

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

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

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

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Amendment request, please verify and provide the following:

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

DPS PROJECT CHECKLIST

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

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

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

Yes No

Is this a **Revenue Producing contract?**

Yes No

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

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

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

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

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

Yes No

Will services be performed on or near a **waterway**?

Yes No

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

Yes No

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

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

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

Yes No

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

Yes No

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

Yes No

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

Yes* No

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

Attach a narrative explaining the consulting services and deliverables provided.

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

Yes* No

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

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

Yes* No

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

Is this a **Revenue Producing contract**?

Yes No

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

Yes* No

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

Yes* No

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

DPS PROJECT CHECKLIST

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

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

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

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

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

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

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

Technical and/or Functional Requirements, if applicable

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

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

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

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

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

Delivery Location(s)

Technical Literature

Drawings, if any

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

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing Contract?

Yes No

If Modification requires please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Refer to attached memorandum. The remaining criteria do not apply as this is a modification to an existing contract.

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

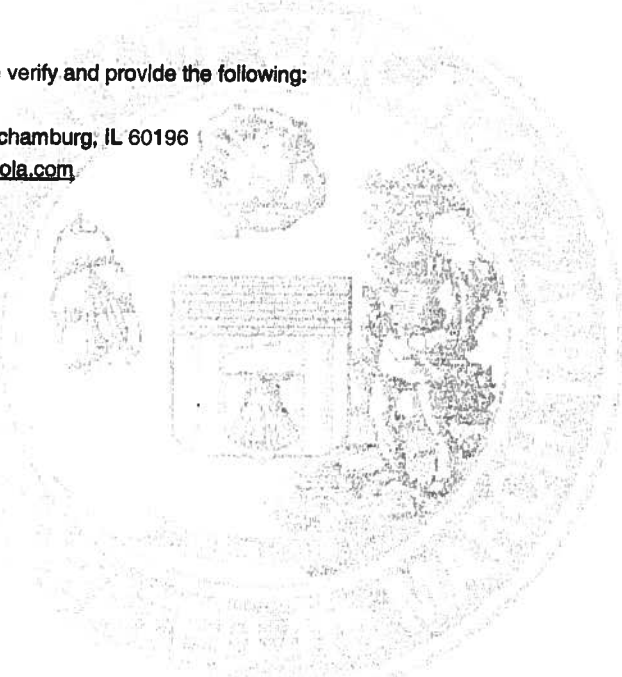
Risk Management:

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

- Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
- Is this a **Revenue Producing contract**? Yes No

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

Contractor's Name: Motorola Inc.
Contractor's Address: 1301 E. Algonquin Rd. Schamburg, IL 60196
Contractor's e-mail Address: ali.kapadia@motorola.com
Contractor's Phone Number: 312.725.6273
Contractor's Contact Person: Ali Kapadia





OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

TO: Jamie Rhee, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES

Richard Butler, DPS First Deputy and Chair
NON-COMPETITIVE REVIEW BOARD

FROM: 
Frank Lindbloom, Deputy Director
THE OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS

DATE: August 22, 2011

RE: Request for Contract Modification for
Vendor Limit Increase (VLI)
*Replacement Parts and Repair Services for Motorola 2-Way Communications
Equipment and Related Systems*
Vendor: Motorola, Inc.
PO#: 15383
Specification: 53600
Requisition: 62745
Original Expiration Date: June 30, 2010
Current Expiration Date: June 30, 2012

The Office of Emergency Management and Communications (OEMC) respectfully requests a vendor limit increase (VLI) of \$6,000,000 for PO 15383: *Replacement Parts and Repair Services for Motorola 2-Way Communications Equipment and Related Systems*. The funding will come from the Urban Area Security Initiative (UASI) Federal Grant, Corporate, Aviation and other grants received by the Chicago Police Department (CPD) and the Chicago Department of Public Health (CDPH).

Background

The Non-Competitive Review Board (NCRB) approved this contract in 2007 for 3 years. The original agreed amount was \$6,000,000. In December 2010, the OEMC presented to the NCRB for a time extension and vendor limit increase of \$5,000,000. This was needed since seven (7) departments use this contract including Police, Fire, Health, and OEMC. The OEMC's request was subsequently approved and finalized in the system in January 2011. This raised the PO limit to \$11 million and of that amount, the City has spent over \$7 million. The remaining balance will not carry the City through to the contract end date of June 30, 2012.

Justification

The OEMC is now responsible for the purchase, maintenance, enhancement, and upgrading of all communications equipment used by the City. This includes all two-way radio equipment.

The current requested increase of \$6 million will increase the PO limit to \$17 million, which will cover all departments that use this contract. In addition, it is imperative this contract has enough funding to ensure continuity of operations during the G-8 and NATO Summits in May 2012 since this contract will play a role in these major events and finalize the narrow banding of the radio system.

Overview of OEMC Request

Procurement Type	Modification for Vendor Limit Increase
Cost	\$6,000,000
Duration of Project	July 1, 2007-June 30, 2012
Funding	P05820100079 - 582705.11HS3D.0400.0000 - 220400
User Contact	Martin Ryzcek, 312.285.8962
User Managing Deputy	Jonathan Lewin, 312.746.9283

In support of this request, please find the attached:

- 1) Justification for Non-Competitive Procurement
- 2) DPS Project checklist
- 3) Signed Statement of Work that includes
 - a. Procurement History
 - b. Estimated Cost and term of the contract
 - c. Schedule requirements
- 4) Unique Qualifications
- 5) Compliance Forms from Motorola
- 6) EDS
- 7) Insurance Documents
- 8) FY 2010 Urban Area Security Initiative Grant Agreement

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

- ✓ Frank Lindbloom, Deputy Director
- ✓ Karen Haywood, Contracts Coordinator

- ✓ Rosemary McDonnell, Grants Research Specialist
- ✓ Martin Ryczek, Captain, OEMC/CPD Radio Operations

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

Thank you.

FL/rcm

Cc: Gustavo Giraldo, DPS
Robert Kelly, DPS
Jonathan Lewin, Commander, OEMC/CPD IT
James Carroll, OEMC Finance
Karen Haywood, OEMC Contracts/Grants
Rosemary McDonnell, OEMC Grants/Contracts Research
Martin Ryczek, Captain, OEMC/CPD Radio Operations
Tony Krask, OEMC Radio Operations
Jeffrey Singer, OEMC Grants
Jeffrey Lewelling, OEMC Grants

THE OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
Motorola Replacement Parts and Repair Services for
2-Way Communications Equipment and Elated Systems
PO#15383

PROCUREMENT HISTORY

The Office of Emergency Management and Communications (OEMC) respectfully requests to add a Vendor Limit Increase of \$6 million PO 15383: Motorola Replacement Parts and Repair Services for the 2-Way Communications Equipment and Related Systems. This will cover this contract through its end date of June 30, 2012. The funding will come from the Urban Area Security Initiative (UASI) Federal Grant, Corporate, Aviation and other grants received by the Chicago Police Department (CPD) and the Chicago Department of Public Health (CDPH).

The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.

Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health, Aviation and Water. The Office of Emergency Communications is the largest volume user.

Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communication and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.

The Office of Emergency Management Communications is responsible for the maintenance,

enhancement, and upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

SCHEDULE REQUIREMENTS

The current contract term date is July 1, 2007-June 30, 2012. OEMC has no extensions left on the contract, so we are working on the specs for a new contract.

EXCLUSIVE OR UNIQUE CAPABILITY

Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.

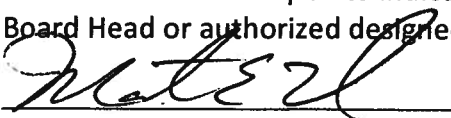
Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.

All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.

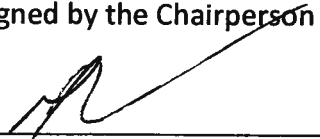
All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.

REVIEW AND APPROVAL

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



Captain Martin Ryczek,
OEMC /CPD



Frank Lindbloom
OEMC
Deputy Director, Administration



Motorola Solutions, Inc.
1301 E. Algonquin Road
Schaumburg, IL 60196
August 26, 2011

Telephone: 1847-576-5000
Fax: 1847-538-6020

Jamie L. Rhee
City of Chicago
Chief Procurement Officer

City Hall, Room 403
121 N. LaSalle Street
Chicago, IL 60602

**RE: Motorola Contract Number: 15383
Replacement Parts and Repair Service for Motorola 2-Way communications Equipment and
Related Systems.
Vendor Limit Increase.**

Dear Mrs. Rhee:

The City of Chicago uses communication systems in which sophisticated levels of technical criteria are required. These levels of technical criteria are necessary to enable the various Departments to communicate in an efficient and safe manner. All of the City's major public safety and public service 2-way radios communication systems utilize Motorola portable and mobile radio accessories. This includes but not limited to the large investment the City has made in speaker microphones, batteries, chargers, as well as board level components. The public safety 2-way radio systems are all Chicago owned and maintained. The City keeps key Motorola parts and accessories on hand to be able to perform various levels of repair and preventative maintenance.

Motorola is the only vendor with a diverse array components and accessories to allow for the City Radio Technician to repair and maintain both the Radio infrastructure as well as the Portable and Mobile radios.

The Motorola products and services would allow the City for rapid deployment as there would essentially be no learning curve. The City's Electrical Mechanics are already trained to install, program and maintain the Radio Infrastructure as well as the Portable and Mobile Radios. It would take a very large investment to equip the City's technical staff to support any other products.

The City also operates a Motorola Proprietary ASTRO 3.1 Conventional Fire Digital System. In addition the City utilizes Motorola Proprietary SMARTNET radio systems. The Organize Crime Division as well as five radio systems in use by the Chicago Department of Aviation utilizes this technology. Lastly, CDA utilizes a Motorola Proprietary CENTRACOM Gold Elite dispatch console, and OEMC utilizes a MCC5500 for Streets and Sanitation, Snow Command use.

Motorola is the only vendor that can support, maintain, and service the ASTRO 3.1 Conventional Fire Digital System, OCD and CDA SMARTNET Systems as well as the CDA CENTRACOM and OEMC MCC5500 Dispatch Console Systems.

The City of Chicago also utilizes broadband radio equipped Motorola handheld computers, broadband radio equipped in car computers, mesh access points, wireless broadband radios. Parts, accessories, and service for these products are only produced by Motorola.

Finally, pursuant to the City's request to increase the vendor limit of the 15383 contract, to the best of its knowledge and belief, Motorola is in compliance with the terms and conditions of contract number 15383 and in compliance with the City's MBE/WBE goals of 16.9% and 4.5% with indirect utilization respectively. Refer to the attached schedules and reports for the details.

Please direct any further correspondence to Ali Kapadia, Sr. Account Manager (312) 725-6273.

Sincerely,

Gino Bonanotte
Corporate Vice President Finance

CC: Frank Lindbloom, OMEC Deputy Director
Rosemary C. McDonnell, OEMC Grants Research Specialist



CITY OF CHICAGO
OFFICE OF COMPLIANCE

March 28, 2011

Silverio Osorio
B and B Maintenance Inc
537 Capital Drive
Lake Zurich, IL 60047

Annual Certificate Expires: March 1, 2013

Dear Silverio Osorio:

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

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by March 1, 2012. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

NAICS-561720: JANITORIAL SERVICES

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink that reads "The Office of Compliance". The signature is written in a cursive, flowing style.

City of Chicago - Office of Compliance



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Kayhan Heilriegel
Kayhan International, Ltd.
1475 East Woodfield Road, Suite 104
Schaumburg, IL 60173

Annual No Change Affidavit Due:

September 1, 2011

Dear Kayhan Heilriegel:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until September 1, 2013.

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

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

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

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

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

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

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

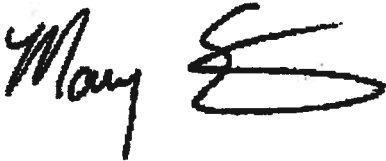
Kayhan International, Ltd. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

42044 Institutional Furniture, All Types
42056 Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb
42059 Lounge Furniture, Upholstered
42517 Data Processing Furniture, Metal and Plastic (For Storage Cabinets Se
42564 Recycled Office Furniture (All Types)
42594 Work Stations, Modular, Systems Furniture
45008 Bins, Cabinets, and Shelves, Metal (Not Office Type)
90652 Interior Design, Space Planning, and Exhibits/Displays
93145 Furniture Installation and Reconfiguration Services (Including System
96246 Installation Services (Not Otherwise Classified)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a large, stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : #15383 Parts & Services

State of Illinois

County (City) of Cook (Chicago)

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

Motorola Solutions 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: B & B Maintenance (MBE – Indirect)

Address: 537 Capital Drive, Lake Zurich, IL 60047

Contact Person: Silverio Osorio Phone: 847-550-6060

Dollar Amount of Participation \$1,014,000.00

Percent Amount of Participation: 16.9%

2. Name of MBE/WBE: Kayhan International (WBE - Indirect)

Address: 1475 E. Woodfield Road, Schaumburg, IL 60173

Contact Person: Kayhan Hellriegel Phone: 847-843-5060

Dollar Amount of Participation \$270,000.00

Percent Amount of Participation: 4.5%

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
B & B Maintenance	\$1,014,000.00	16.9 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$1,014,000.00	16.9 %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
Kayhan International, Ltd.	\$ 270,000.00	4.5 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ 270,000.00	4.5 %

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 Megan Stock Phone Number: (847) 576-4377

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.

Lisa Stenglein Director, Procurement
Signature of Affiant (Date)

State of Illinois
 County of COOK

This instrument was acknowledged before me on 8-26-2011 (date)
 by Lisa Stenglein (name /s of person/s)
 as Senior Director, Procurement (type of authority, e.g., officer, trustee, etc.)
 of Motorola Solutions (name of party on behalf of whom instrument was executed).

(Seal)

Joyce M. Conway
 Signature of Notary Public





CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 24215

Certificate Printed on: 08/22/2011

Date of This Filing:08/22/2011 01:45 PM

Original Filing Date:08/22/2011 01:45 PM

Disclosing Party: Motorola Solutions, Inc
Filed by: Mr. Jack P Molloy

Title:MSSI Vice President

Matter: REPLACEMENT PARTS AND
REPAIR SERVICES FOR MOTOROLA
2-WAY COMMUNICATIONS EQUIPMENT
AND RELATED SYSTEMS

Applicant: Motorola Solutions, Inc

Specification #: 53600

Contract #: 15383

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 PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/20/2011

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	EMAIL ADDRESS PRODUCER CUSTOMER ID #: 10224408	
INSURED Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570042224472 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract # 15383 Replacement Parts and Repair Service For Motorola 2-Way Communications Equipment and Related Systems. Equipment, Materials or accessories that are part of the contract while being serviced in Motorola's care, custody and control.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input type="checkbox"/> Bld B&PP Ded	61628341	12/02/2010	12/02/2011	BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP	\$1,000,000
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570042224472

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Risk of Direct Physical Loss or Damage including Boiler Explosion and Machinery Breakdown. Replacement Cost applies. Excluding Earthquake and Flood.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
Department of Procurement Services
City Hall Room 403
121 North LaSalle Street
Chicago IL 60602 USA

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

Aon Risk Services Central, Inc.



Illinois Emergency Management Agency

Pat Quinn, Governor
Joseph Klinger, Interim Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago, Office of Emergency Management

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago, Office of Emergency Management (Grantee), 1411 West Madison, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2010 Homeland Security Grant Program, Urban Areas Security Initiative (UASI), CFDA #97.067.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$37,109,972.00** for the period from **August 1, 2010**, to **December 31, 2012**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement and applicable grant guidance. This period of award may be amended by the Grantee if there is a delay in the release of these funds from the Federal Government or reasonable delays in the completion of the activities outlined in Part III – Scope of Work.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from **August 1, 2010**, to **December 31, 2012**.

PART III - Scope of Work

The FFY 2010 UASI program is intended to enhance regional preparedness efforts and enhance homeland security capacity. All program deliverables and capacity enhancements are tied directly to the Investment Justification submitted by the Grantee and approved by the Federal Emergency Management Agency, Grant Programs Division (GPD). The Grantee must use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.



The Budget Detail Worksheet, provided in Attachment A, outlines the costs required by the Grantee to complete the Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet with each revised Budget Detail Worksheet and as outlined in Part V – Reports.

The Project Implementation Worksheet, provided in Attachment C, provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goal of the project. For Agreements with a compensation amount equal to or greater than \$25,000.00, the Grantee shall provide a quarterly update of the Project Implementation Worksheet to the Grantor within five (5) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the agreement.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$37,109,972.00**.

PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance.

STANDARD ASSURANCES: The Grantee assures that all allocations and use of funds will be in accordance with applicable grant guidance and application kits. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2012**. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement. The Grantee must follow the retention and access requirements for records [44 CFR part 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All sub-grants issued by the Grantee to this Agreement in excess of \$25,000.00 must be approved by the Grantor. The Grantee shall assure sub-grants are in compliance with 44CFR Part 13.37.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

- A. Administrative Requirements
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- B. Cost Principles
 - 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in 6 CFR Part 9, Restrictions Upon Lobbying, 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

DUPLICATION OF BENEFITS: The Grantee may not duplicate any Federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period the following documentation: (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work and (2) Budget Detail Worksheet and Discipline Allocation Worksheet (Attachment A and B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this Agreement to support the completion of other federal and state reporting requirements. The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31).

The Grantee will submit to the Grantor, evidence the Grantee has complied with DHS FEMA GPD documentation and reporting requirements as outlined in the appropriate grant guidance and policies of the Grantor that govern the use of training and/or exercise funds. Grantees must submit via Web-Forms to the Grantor, within 30 days after attendance in training, all training not provided by DHS FEMA GPD, but supported with federal preparedness funds. Exercises conducted with federal grant funds must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and policies of the Grantor. Additionally, the Grantee must submit to the Grantor within 45 days of the exercise a final After Action Report/Improvement Plan.

The Grantee shall conduct meetings of the Urban Area Working Group (UAWG) at least once in every quarter of the calendar year. As evidence of these meetings, the Grantee will submit the Minutes and a copy of the meeting Agenda within 30 days thereafter providing details of business conducted, issues raised, project progress reported, and any votes taken.

LOBBYING: The Grantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

- (a) No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- (b) If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"
- (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement that, if it is, susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee will comply with all applicable Federal Statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 19' 3, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements 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 offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the

Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

All publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

POSSESSION OF EQUIPMENT: Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of

the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

PART VI – Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee shall permit the Grantor, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use for which grant funds were provided.

The Grantee certifies under oath that all information in the grant agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee assures that no federal employees will receive funds under this award. Federal employee are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program.

The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Grantor.

The Grantee may not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

The Grantee assures that any public works project supported with funds received through Agreement employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State

funded or financed in whole or in part with State funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

The Grantee will comply with grant program guidance applicable to this agreement and all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

If applicable, Grantee assures that all cost sharing or matching funds claimed against FEMA meet the requirements of the program guidance and/or program regulations, 44 CFR 13 and 2 CFR 225. Costs must first be reasonable, allowable, allocable, and necessary, and every item must be verifiable (i.e. tracked and documented). Except as provided by federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantee agrees that all funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using

their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

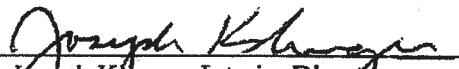
- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency


Grantee: City of Chicago, Office of Emergency Management

By: 
Joseph Klingner, Interim Director

By: 
Jose A. Santiago, Executive Director

DATE: 1/27/11

DATE: 12-9-10

By: 
Todd Miller, Chief Fiscal Officer

DATE: 1/18/11

By: 
Legal Representative

DATE: 1-19-11

10UASICHIC

**ATTACHMENT CONCERNING
Grant Agreement for the Illinois Emergency Management Agency
FY 8/1/2010-12/31/2012 Urban Areas Security Initiative Grant
(CFDA #97.067, the "Agreement")**

The State of Illinois, Emergency Management Agency, hereinafter called the "Grantor," and the City of Chicago, by and through its Office of Emergency Management and Communications, hereinafter called the "Grantee" agree that the Agreement shall include the provisions below and incorporate them in the Agreement as if fully set forth therein. Any certifications made by the Grantee in the Agreement and herein are made only on behalf of the Office of Emergency Management & Communications.

PART V – Terms and Conditions

DEBARMENT

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City affirms that (i) on August 6, 2008, former 20th Ward Alderman Arenda Troutman, an elected official, pleaded guilty in federal district court to having participated in a mail fraud scheme and to having committed tax fraud, (ii) on March 23, 2009, the former Commissioner of the City's Department of Streets and Sanitation, Al Sanchez was convicted in federal district court on four counts of mail fraud, and (iii)) on February 1, 2010, former 29th Ward Alderman Isaac Carothers, an elected official, pleaded guilty in federal district court to having accepted bribes and to having committed tax fraud. The City would be willing to provide more information concerning this issue upon request.

With respect to the certification regarding not having terminated a public transaction for cause or default within the three-year period preceding the date of this application, such certification is made, except as noted below, but it is made only with respect to the City department represented by the undersigned (and not any other City department or agency), and it does not apply as to any subcontracts entered into by the City, acting through the City department represented by the undersigned. The City would be willing to provide more information concerning this issue upon request.

Exceptions, if any, to the City's certification: None

PART VII – Certification


The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-2 and 33E-4). The Parties agree that this certification may not apply to the Grantee because the City is a unit of State or local government and is not a "person" as defined under 720 ILCS 5/33E-2.

This Supplement is signed and effective on the date of the Agreement of which this Supplement is an integral part.

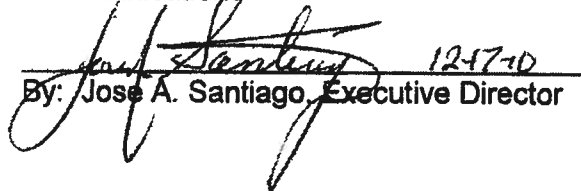
Illinois Emergency Management Agency


By: Joseph Klifger, Interim Director
11/14/11


By: Todd Miller, Chief Fiscal Officer


By: _____ 1-10-11
Legal Representative

City of Chicago, acting by and through the
Office of Emergency Management
Communications


By: Jose A. Santiago, Executive Director
12-17-10



Illinois Emergency Management Agency

Pat Quinn, Governor
Joseph Klingler, Interim Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago, Office of Emergency Management

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago, Office of Emergency Management (Grantee), 1411 West Madison, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2010 Homeland Security Grant Program, Urban Areas Security Initiative (UASI), CFDA #97.067.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$37,109,972.00 for the period from August 1, 2010, to December 31, 2012. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement and applicable grant guidance. This period of award may be amended by the Grantee if there is a delay in the release of these funds from the Federal Government or reasonable delays in the completion of the activities outlined in Part III – Scope of Work.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from August 1, 2010, to December 31, 2012.

PART III - Scope of Work

The FFY 2010 UASI program is intended to enhance regional preparedness efforts and enhance homeland security capacity. All program deliverables and capacity enhancements are tied directly to the Investment Justification submitted by the Grantee and approved by the Federal Emergency Management Agency, Grant Programs Division (GPD). The Grantee must use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.



The Budget Detail Worksheet, provided in Attachment A, outlines the costs required by the Grantee to complete the Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet with each revised Budget Detail Worksheet and as outlined in Part V – Reports.

The Project Implementation Worksheet, provided in Attachment C, provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goal of the project. For Agreements with a compensation amount equal to or greater than \$25,000.00, the Grantee shall provide a quarterly update of the Project Implementation Worksheet to the Grantor within five (5) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the agreement.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$37,109,972.00**.

PART V - Terms and Conditions

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance.

STANDARD ASSURANCES: The Grantee assures that all allocations and use of funds will be in accordance with applicable grant guidance and application kits. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2012**. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement. The Grantee must follow the retention and access requirements for records [44 CFR part 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All sub-grants issued by the Grantee to this Agreement in excess of \$25,000.00 must be approved by the Grantor. The Grantee shall assure sub-grants are in compliance with 44CFR Part 13.37.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

- A. **Administrative Requirements**
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- B. **Cost Principles**
 - 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in 6 CFR Part 9, Restrictions Upon Lobbying, 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

DUPLICATION OF BENEFITS: The Grantee may not duplicate any Federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period the following documentation: (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work and (2) Budget Detail Worksheet and Discipline Allocation Worksheet (Attachment A and B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this Agreement to support the completion of other federal and state reporting requirements. The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31).

The Grantee will submit to the Grantor, evidence the Grantee has complied with DHS FEMA GPD documentation and reporting requirements as outlined in the appropriate grant guidance and policies of the Grantor that govern the use of training and/or exercise funds. Grantees must submit via Web-Forms to the Grantor, within 30 days after attendance in training, all training not provided by DHS FEMA GPD, but supported with federal preparedness funds. Exercises conducted with federal grant funds must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and policies of the Grantor. Additionally, the Grantee must submit to the Grantor within 45 days of the exercise a final After Action Report/Improvement Plan.

The Grantee shall conduct meetings of the Urban Area Working Group (UAWG) at least once in every quarter of the calendar year. As evidence of these meetings, the Grantee will submit the Minutes and a copy of the meeting Agenda within 30 days thereafter providing details of business conducted, issues raised, project progress reported, and any votes taken.

LOBBYING: The Grantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

- (a) No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- (b) If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"
- (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement that, if it is, susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee will comply with all applicable Federal Statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements 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 offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the

Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

All publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

POSSESSION OF EQUIPMENT: Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of

the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

PART VI – Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee shall permit the Grantor, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use for which grant funds were provided.

The Grantee certifies under oath that all information in the grant agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee assures that no federal employees will receive funds under this award. Federal employee are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program.

The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, with out the express prior written approval of the Grantor.

The Grantee may not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

The Grantee assures that any public works project supported with funds received through Agreement employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State

funded or financed in whole or in part with State funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

The Grantee will comply with grant program guidance applicable to this agreement and all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

If applicable, Grantee assures that all cost sharing or matching funds claimed against FEMA meet the requirements of the program guidance and/or program regulations, 44 CFR 13 and 2 CFR 225. Costs must first be reasonable, allowable, allocable, and necessary, and every item must be verifiable (i.e. tracked and documented). Except as provided by federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantee agrees that all funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using

their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

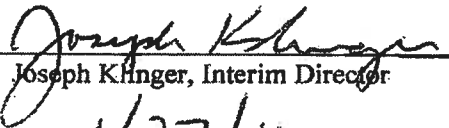
- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

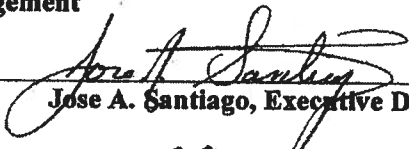
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

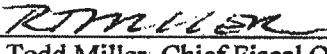
Grantee: City of Chicago, Office of Emergency Management

By: 
Joseph Klingner, Interim Director


By: 
Jose A. Santiago, Executive Director

DATE: 1/27/11

DATE: 12-9-10

By: 
Todd Miller, Chief Fiscal Officer

DATE: 1/18/11

By: 
Legal Representative

DATE: 1-19-11

10UASICHIC