



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

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

Department	Originator Name	Telephone	Date	Signature of Application Author
OPSA/AIS	Mark Chapulis	312-743-3501	6/1/2023	<i>Mark Chapulis</i>
Contract Liaison	Email Contract Liaison	Telephone		
Kevin Pater	kevin.pater@cityofchicago.org	312-745-3710		<i>Kevin Pater</i>

List Name of NCRB Attendees/Department

Mark Chapulis, AIS
Fred Harnisch, CPD
Kevin Pater, OPSA
Jose Mendez, CPD

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Bell/Textron

Contact Person:	Phone:	Email:
Ben Lassiter	316-494-0489	blassiter@bellflight.com

Project Description:

This is a request for:

<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Amendment / Modification
<u>Contract Type</u>	<u>Type of Modification</u>
<input type="checkbox"/> Blanket Agreement Term: ____ (# of mo)	<input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change
<input checked="" type="checkbox"/> Standard Agreement	Contract Number: ____
	Specification Number: ____
	Modification Number: ____

Department Request Approval		Recommended Approval	
<i>Anastasia Walker</i>	<i>6-29-2023</i>	<i>Steven M. Loboda</i>	<i>8/15/2023</i>
DEPARTMENT HEAD OR DESIGNEE	DATE	BOARD CHAIRPERSON	DATE
Anastasia Walker		Steven M. Loboda	
PRINT NAME		PRINT NAME	

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

Approved Rejected

[Signature] *8/15/2023*

CHIEF PROCUREMENT OFFICER DATE



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

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Currently, CPD helicopter operations only consist of two operational units, a Bell 206-L4 (in service since 1993), and a Bell 206-B3 (in service since 2007). These aircraft provide an additional resource to ground units, enhancing the capabilities of first responders through the deterrence and prevention of terrorism and crime by tracking targets through focused aerial patrol and increasing response time by quickly delivering personnel and equipment to the incident scene. Both helicopters also play a significant role in conducting aerial assessments of various incidents, including large public gatherings in crowded open-air settings that are considered soft targets or ensuring the safety of citizens expressing constitutionally protected activity.

Based on recent events, and in recognition of the continuing need to provide the most effective police service possible to the City, CPD must re-think its enforcement strategies and take a more innovative approach. Air Support for ground-based law enforcement resources can dramatically increase the safety of officers working in the streets, the effectiveness of the police response in fighting crime, and consequently, the security and well-being of the community.

The City of Chicago Office of Public Safety Administration (PSA) is requesting a Sole Source Procurement approval to purchase two (2) new Bell 407GX_i Helicopters (AEL: 18AC-00-ACFT) funded through the FY 22 Urban Areas Security Initiative (UASI) Grant Program under Investment #3: Protection of Soft Targets/Crowded Places as approved by the Urban Area Working Group (UAWG) and State Administrative Agency (SAA). Both aircraft will be equipped with specialized technologies to fulfill CBRNE terrorism prevention, response, mitigation and remediation roles for the Urban Area. This is a Mayoral and Chicago Police Department (CPD) initiative to acquire units that integrate into CPD's current fleet of Bell Helicopters. This purchase will greatly assist with ongoing homeland security and law enforcement efforts throughout the City of Chicago, Cook County and other surrounding jurisdictions.

2. In September of 2022 this was originally approved to be procured through the Reference Contract process. While Bell-Textron initially stated they could hold all pricing in the contract that was referenced it was later determined by Bell-Textron that pricing on certain items was no longer feasible and pricing would be higher. Because of the reference contract ordinance the City could not award the contract through this process. Because of this, it was decided that an NCRB procurement would be submitted for approval.

3. This was identified as a NCRB requirement due to the technical nature and the immediate need and time constraints related to this procurement. The lingering impact of the pandemic as well as increasing global market demands for helicopters has significantly increased the lead time for helicopter purchases. The sooner the City awards a contract the quicker we can give the vendor a purchase order to start the aircraft build process.

4. CPD's current fleet of helicopters are manufactured by Bell Textron Inc. From a fleet management perspective any new helicopters need to be from the same manufacturer to ensure seamless integration for service, parts availability, and training. Maintenance is a constant, on-going, requirement for helicopters. To ensure safety and airworthiness, the manufacturer and the Federal Aviation Administration (FAA) stipulate the frequency and extent of a helicopter's maintenance requirements that will need to be performed by qualified helicopter engineers. Helicopter maintenance is far more specialized with a helicopter's major components like its engines and rotor systems requiring compulsory inspection at specific intervals. Other parts also need to be regularly inspected, maintained, and perhaps replaced. It is important the City has the same vendor that will not only provide parts and service for any new helicopters purchased but will also monitor the current fleet and provide the City with ongoing inspections and service recommendations.

5. At this point in time this is a one-time request.

6. Future competitive bidding may be possible if industry standards change or an executive decision is made to change the manufacturer of the current fleet.



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

ESTIMATED COST

- 1) Configured Helicopter: \$5,944,797.50 each X 2 = \$11,889,595.00
- 2) Estimated Cost for entire purchase: \$11,889,595.00
- 3) Cost was based on fair market value for similar helicopters sold to other large municipalities. These helicopters are budgeted and will be purchased under the UASI FY 2022 grant.
- 4) Bell Textron is the Original Equipment Manufacturer (OEM). From a fiscal standpoint, keeping the fleet with a universal manufacturer will be an abundance of savings to the City, and in the case of utilization of federal grant funding, is the fiscally responsible choice. Required employee training to maintain certifications for both pilots and aircraft technicians can be very costly. Having Bell as the manufacturer of our current and future fleet will not only help provide the best possible training scenarios, but also save on travel expenses and multiple instruction sessions. Unless employees would be trained equally on two differing helicopters which adds significant complexity and cost, having half the workforce trained on Bell helicopters and the other half on another manufacturer leaves room for operational errors, inconsistency, miscommunication, and limits opportunities to backfill for other employees. Parts and service pricing will also be better leveraged by the owning and maintaining the same manufacturer's helicopters.
- 5) The price proposal is based on current municipal pricing for this type of aircraft. This pricing is deemed reasonable in comparison with other municipal purchases from Bell/Textron.

SCHEDULE REQUIREMENTS

- 1) There is currently a several year lead time for helicopters. Currently, CPD helicopter operations only consist of two operational units, a Bell 206-L4 (in service since 1993), and a Bell 206-B3 (in service since 2007). There have been several discussions over the past few years about procuring new helicopters and the OPSA identified UASI grant funds in 2022. CPD and OPSA have been working with the Bell on providing the necessary documentation for this purchase.
- 2) Lack of drawings and/or specifications is NOT a constraining factor to competitive bidding.
- 3) CPD, PSA and the Mayor's Office are requesting approval to utilize Sole Source Procurement for this purchase because of the immediate need and time constraints related to this procurement. The lingering impact of the pandemic as well as increasing global market demands for helicopters has significantly increased the lead time for helicopter purchases. The sooner the City awards a contract the quicker we can give the vendor a purchase order to start the aircraft build process.
- 4) Because of the continuing need to provide the most effective police service possible to the City, CPD must take advantage of all reasonable public safety options that are available. Air Support for ground-based law enforcement resources can dramatically increase the safety of officers working in the streets, the effectiveness of the police response in fighting crime, and consequently, the security and well-being of the community. This is a UASI grant funded initiative.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1) Bell understands the Chicago Police's specific mission requirements. The Bell 407GX is the ideal solution for Chicago Police offering the proficiency that comes with over 87 years of aviation experience and expertise in providing safe and reliable helicopters backed by the best product support team in the world. Chicago Police will benefit from Bell's long history of designing, building and supporting helicopters in a variety of configurations. Factors that contribute to the success of Chicago's homeland security and law enforcement mission include a quick and decisive response, emphasis on providing definitive strategic support to user agencies, especially during emergencies



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

and in times of natural disaster; and the ability to transport resources to where they are needed at critical times on a moment's notice. Chicago currently utilizes Bell helicopters as part of its public safety mission. The specific flight and mission profiles are technical in nature and require specific aircraft performance capabilities.

2) Bell has personnel considered unquestionably predominant in the helicopter field.

3) Bell has delivered more than 35,000 aircraft to our customers around the world and continues to set the pace for the industry, expanding the scope of vertical lift.

Headquartered in Fort Worth, Texas, USA, Bell has plants in Amarillo, Texas and Mirabel, Canada. Bell maintains key logistics supply and service centers in the United States, Europe, Canada and Singapore which enables Bell to provide every customer with products, service and support that are the best in the industry

4) Bell Textron has facilities all over the world. Bell's central supply center in Fort Worth, Texas is located to provide domestic and global support for sales, parts distribution and aircraft services. This Bell-owned facility allows for support that is more responsive to the City for helicopter customizing, completions/deliveries, spare parts and repair/overhaul of major components. If the other supply centers do not possess the required part, Bell either removes the part from a new helicopter on the assembly line or authorizes vendors to work overtime and expedite shipping of the part.

5) Bell is the proven leader in the following measured categories: response times, spares availability, cost of parts, speed of aircraft-on-ground (AOG) service, technical manuals, technical representatives and service satisfaction. Another strong indicator of Bell's commitment to its customers is the extensive and responsive support organization, which services every aircraft ever built by Bell. Bell's unmatched worldwide spares availability and warranty coverage plays a huge role in achieving excellence in customer service.

Bell's factory-supported Repair and Overhaul capabilities, combined with its globally dispersed Customer Service Facilities, provide experienced, capable response to customer issues. Bell is the only manufacturer that has trained Customer Support Representatives around the globe to help customers with technical advice and assistance. This is a service that is free to all customers.

6) To highlight the specific reasoning why a Sole Source contract should be utilized:

Reducing Single Points of Failure

- Maintaining a Bell fleet reduces Software and Hardware Failures
- Maintaining a Bell fleet retains existing Support Staff
- Maintaining a Bell fleet retains the existing Parts Supply Chain
- Maintaining a Bell fleet retains the existing Pilot Staff

Maintains Fleet Commonality - The 407GX_i shares characteristics with Chicago 206's thus;

- Reducing Parts Costs
- Reducing Pilot Training Costs
- Reducing Maintenance Training Costs
- Increasing Fleet Readiness

Enhanced Safety

- Like the Bell 206's, the flight controls are American designed and operate like traditional rotor systems with drivetrains and rotor systems rotating counter-clockwise. Other manufacturers have rotor systems that turn the opposite direction, forcing pilots to remember different methods of flying. Operating aircraft with opposing rotor



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systems may introduce more unknown variables.

- o The Bell 407GX_i has a Fully Integrated Avionics system that is constantly collecting and diagnosing all aircraft parameters and reduces pilot workload.
- o Like the Bell 206's, the Bell 407GX_i provides the TFO with a dedicated station with high visibility that does NOT limit field of view.

Meet and Enhance Existing Mission Requirements

- o Like the Bell 206's, the Bell 407GX_i can offer two TFO Stations, which is what the Department requires.
- o The Department requires particular equipment on the 206's to fulfill mission requirements. The Bell 407GX_i offers 400+ pounds useful load than comparable aircraft in its class. Police equipment is heavy and more available payload means more agility, speed, and longer loiter times.

7) Competition is not precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data.

8) Bell has established a worldwide network of supply centers and Customer Service Facilities to position parts closer to customer locations for quick and responsive service and coordination. Bell's policy of maintaining a complete inventory of spare parts on hand is designed to maximize spares availability for our customers. Routine spares orders are shipped out within seven days, and 92% of AOG (Aircraft on the Ground) requests are shipped within 48 hours.

OTHER



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

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

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

OTHER

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

REVIEW AND APPROVAL

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

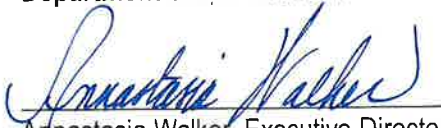


CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

TO: Aileen Valazquez, Chief Procurement Officer
Department of Procurement Services (DPS)

FROM: 
Arnastasia Walker, Executive Director
Chicago Office of Public Safety Administration (PSA)

DATE: June 21, 2023

SUBJECT: Request for Approval to Utilize a Non-Competitive Review Board (NCRB) Procurement Method for the City of Chicago to purchase Two (2) Bell Helicopters
Project Dollar Amount: \$11,889,595.00

The City of Chicago Office of Public Safety Administration (PSA) is requesting a Sole Source Procurement approval to purchase two (2) new Bell 407GX Helicopters (AEL: 18AC-00-ACFT) funded through the FY 22 Urban Areas Security Initiative (UASI) Grant Program under Investment #3: Protection of Soft Targets/Crowded Places as approved by the Urban Area Working Group (UAWG) and State Administrative Agency (SAA). Both aircraft will be equipped with specialized technologies to fulfill CBRNE terrorism prevention, response, mitigation and remediation roles for the Urban Area. This is a Mayoral and Chicago Police Department (CPD) initiative to acquire units that integrate into CPD's current fleet of Bell Helicopters. This purchase will greatly assist with ongoing homeland security and law enforcement efforts throughout the City of Chicago, Cook County and other surrounding jurisdictions. Because UASI funds are being used for this purchase, pre-approval has been granted from the Federal Emergency Management Agency (FEMA). The FEMA approval memo is attached to this request.

Currently, CPD helicopter operations only consist of two operational units, a Bell 206-L4 (in service since 1993), and a Bell 206-B3 (in service since 2007). These aircraft provide an additional resource to ground units, enhancing the capabilities of first responders through the deterrence and prevention of terrorism and crime by tracking targets through focused aerial patrol and increasing response time by quickly delivering personnel and equipment to the incident scene. Both helicopters also play a significant role in conducting aerial assessments of various incidents, including large public gatherings in crowded open-air settings that are considered soft targets or ensuring the safety of citizens expressing constitutionally protected activity.

Based on recent events, and in recognition of the continuing need to provide the most effective police service possible to the City, CPD must re-think its enforcement strategies and take a more innovative approach. Air Support for ground-based law enforcement resources can dramatically increase the safety of officers working in the streets, the effectiveness of the police response in fighting crime, and consequently, the security and well-being of the community.

Compared to other large cities, Chicago lags far behind in the number of air units available for deployment to public safety situations. For example, the Los Angeles Police Department (LAPD) Air Support Division consists of 16 helicopters and the New York Police Department (NYPD) consists of 8 helicopters. With the approval of this purchase, Chicago will join with other cities that have recognized the value of additional helicopters to ensure the safety and well-being of their residents, businesses, and visitors.



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

CPD's current fleet of helicopters are manufactured by Bell Textron Inc. From a fleet management perspective any new helicopters need to be from the same manufacturer to ensure seamless integration for service, parts availability, and training. Maintenance is a constant, on-going, requirement for helicopters. To ensure safety and airworthiness, the manufacturer and the Federal Aviation Administration (FAA) stipulate the frequency and extent of a helicopter's maintenance requirements that will need to be performed by qualified helicopter engineers. Helicopter maintenance is far more specialized with a helicopter's major components like its engines and rotor systems requiring compulsory inspection at specific intervals. Other parts also need to be regularly inspected, maintained, and perhaps replaced. It is important the City has the same vendor that will not only provide parts and service for any new helicopters purchased but will also monitor the current fleet and provide the City with ongoing inspections and service recommendations.

From a fiscal standpoint, keeping the fleet with a universal manufacturer will be an abundance of savings to the City, and in the case of utilization of federal grant funding, is the fiscally responsible choice. Required employee training to maintain certifications for both pilots and aircraft technicians can be very costly. Having Bell as the manufacturer of our current and future fleet will not only help provide the best possible training scenarios, but also save on travel expenses and multiple instruction sessions. Unless employees would be trained equally on two differing helicopters which adds significant complexity and cost, having half the workforce trained on Bell helicopters and the other half on another manufacturer leaves room for operational errors, inconsistency, miscommunication, and limits opportunities to backfill for other employees. Parts and service pricing will also be better leveraged by the owning and maintaining the same manufacturers helicopters.

Factors that contribute to the success of Chicago's homeland security and law enforcement mission include a quick and decisive response, emphasis on providing definitive strategic support to user agencies, especially during emergencies and in times of natural disaster; and the ability to transport resources to where they are needed at critical times on a moment's notice. Chicago currently utilizes Bell helicopters as part of its public safety mission. The specific flight and mission profiles are technical in nature and require specific aircraft performance capabilities.

To highlight the specific reasoning why a Sole Source contract should be utilized:

- **Reducing Single Points of Failure**
 - *Maintaining a Bell fleet reduces Software and Hardware Failures*
 - *Maintaining a Bell fleet retains existing Support Staff*
 - *Maintaining a Bell fleet retains the existing Parts Supply Chain*
 - *Maintaining a Bell fleet retains the existing Pilot Staff*
- **Maintains Fleet Commonality** - *The 407GXl shares characteristics with Chicago 206's thus;*
 - *Reducing Parts Costs*
 - *Reducing Pilot Training Costs*
 - *Reducing Maintenance Training Costs*
 - *Increasing Fleet Readiness*
- **Enhanced Safety**
 - *Like the Bell 206's, the flight controls are American designed and operate like traditional rotor systems with drivetrains and rotor systems rotating counter-clockwise. Other manufacturers have rotor systems that turn the opposite direction, forcing pilots to remember different methods of flying. Operating aircraft with opposing rotor systems may introduce more unknown variables.*



CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

- *The Bell 407GX_i has a Fully Integrated Avionics system that is constantly collecting and diagnosing all aircraft parameters and reduces pilot workload.*
- *Like the Bell 206's, the Bell 407GX_i provides the TFO with a dedicated station with high visibility that does NOT limit field of view.*

▪ **Meet and Enhance Existing Mission Requirements**

- *Like the Bell 206's, the Bell 407GX_i can offer two TFO Stations, which is what the Department requires.*
- *The Department requires particular equipment on the 206's to fulfill mission requirements. The Bell 407GX_i offers 400+ pounds useful load than comparable aircraft in its class. Police equipment is heavy and more available payload means more agility, speed, and longer loiter times.*

In closing, CPD, PSA and the Mayor's Office are requesting approval to utilize Sole Source Procurement for this purchase for the reasons highlighted in this memo and the immediate need and time constraints related to this procurement. The lingering impact of the pandemic as well as increasing global market demands for helicopters has significantly increased the lead time for helicopter purchases. The sooner the City awards a contract the quicker we can give the vendor a purchase order to start the aircraft build process.

Thank you in advance for your consideration. PSA is requesting this procurement be approved and expedited as a high priority safety initiative in partnership with the Mayor's Office and the Chicago Police Department. Please feel free to contact me with any questions or concerns.

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



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

Date: 09/08/2022

Department Name: Office of Public Safety Administration

Requisition No: 540307 Specification No: 1254833A

PO No: Modification No:

Contract Liaison: Kevin Pater

Telephone: 312-744-7399

Email: kevin.pater@cityofchicago.org

Project / Program Manager: Kevin Pater

Telephone: 312-745-3710

Email: kevin.pater@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

1) **Funding:** Attach information if multiple funding lines
 2) **Individual Contract Services:** Include approval form signed by all parties
 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature: *[Signature]*

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

Project Title: NCRB Contract: Purchase of two (2) new Bell Helicopters

Project Description: Purchase of Helicopters for the Chicago Police Department

Funding:

Corporate Bond Enterprise Grant Other: UASI

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
021 6092 57 1005 0400 22040-216N47									
\$11,889,595.00									

Check One:

New Contract Request

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

*Project / Program Manager Signature: *[Signature]*

*Commissioner/Authorized Designer Signature: *[Signature]*

Purchase Order Information:

Contract Term (No. of Months): 1-Shot Purchase

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$ 11,889,595.00

Grant Commitment / Expiration Date: 12/31/2023

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

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

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

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

Contract Type:

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

Modification or Amendment

Modification Information:

PO Start Date:

PO End Date:

Amount (Increase/Reduction):

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

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No ___

Modification/Amendment Type:

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

Vendor Information

Name: Bell Textron

Contact: Ben Lassiter

Address: 3255 Bell Flight Blvd, TX76118

E-mail: blassiter@bellflight.com

Phone: 316.494.0489



July 6, 2023
X7-JW-102-0023

City of Chicago, IL
Office of Public Safety Administration
Chicago Police Department

Attention: Mr. Kevin Pater

Subject: Sole Source Procurement Requirements

Enclosure: (1) Bell Textron Inc. Response to Sole Source Requirement Request

- Appendix A – MME/WBE Request
- Appendix B – Bell 407GX_i Quote
- Appendix C – Bell Summary – Requirements to Provide the Bell 407GX_i


Dear Mr. Pater,

Bell Textron Inc. (Bell) is pleased to submit the enclosure (1) Bell Response Sole Source Requirement Request in support of the Chicago Police Department (CPD) for the purchase of two (2) Bell 407GX_i helicopters.

The Bell team is available to meet with the CPD to discuss and review all aspects of the enclosure (1) at your earliest convenience and look forward to a long-term working relationship.

If any additional information is required, please contact Ben Lassiter, Regional Sales Manager, at mobile phone number 316-494-0489 and e-mail blassiter@bellflight.com or Jennifer White at 817-280-4958 or e-mail jwhite@bellflight.com.

Sincerely,

DocuSigned by:

2B4F480B5AA142F...

Veronica Rojas
Sr. Manager, Commercial Contracts - Americas
Bell Textron Inc.



Enclosure (1)



CHICAGO POLICE
Bell 407GX_i Helicopter Program



APPENDIX A. MBE/WBE SPECIAL CONDITIONS



CHICAGO POLICE
Bell 407GX_i Helicopter Program



A-1

Bell Textron Inc. (Bell) requests a complete absence of MBE/WBE and VBE goals.

Bell Textron Inc. does not qualify as an MBE/WBE or VBE business. Bell is a Delaware corporation, having its principal place of business in Fort Worth, Tarrant County, Texas, U.S.A.



APPENDIX B. QUOTE/PRICING GROUND RULES AND ASSUMPTIONS



CHICAGO POLICE

Bell 407GX_i Helicopter Program



B-1

CHICAGO CITY OF POLICE DEPT
 3510 S MICHIGAN AVE
 CHICAGO, IL 60653
 United States

Quote Date: 05/25/2023
Reference #: 38107

Complete Configured Price Per Aircraft - \$ 5,944,797.50
See total Aircraft Price Below for two (2) Bell 407GX_i

Aircraft Configuration

Product Name **Quantity**

Basic Aircraft

Bell 407GX _i Basic Aircraft	2
--	---

Standard Factory Installed Kits

Rotor Brake	2
Dual Controls	2
28 Amps Battery	2
Glass Cockpit - G1000H NXi (Garmin)	2
M/R Blades - High Vis	2
Aux Fuel Tank Provisions (19 Gal)	2
Wire Strike Protection System	2
Tail Rotor Camera	2
High Skid Gear -w- Flitesteps	2
LED Lighting (Interior/Exterior)	2
5250 lbs Max.Gross Weight	2
Rubber Mounted Chin Bubbles (AA)	2

Kits & Customizing

Snow Baffles	2
Expanded Avionics Shelf	2
Artex C406-NHM ELT Provisions	2
Artex C406-NHM ELT -w- PGM Adaptor	2
Autopilot - 2-Axis AFCS	2
Autopilot - Addition of 3rd Axis	2
Traffic Avoidance System - GTS 800 TAS (Garmin)	2
Radar Altimeter - GRA 55	2
Transponder GTX 345R	2
Headliner -w- AC Ducting	2
Main Rotor Blade Expandable Bolts (2)	2
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	2
Door Openers - Automatic - for Cabin Doors (AA)	2
Door Openers - Automatic - for Baggage Door (AA)	2
Quick Release Pins (x5, Hi Viz Crew & Cabin Doors) (Meeker)	2



CHICAGO POLICE

Bell 407GX Helicopter Program



Bulged Skylights Kit - (LH & RH Dark Gray) (AA)	2
High Visibility Crew Door Kit (Light Gray) w/o Snap Vents (AA)	2
Cabin Tinted Windows (Dark Gray) (AA)	2
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	2
Tail Rotor Pedal Safety Kit (AA)	2
Mission Equipment Shelf located in Baggage Compartment (AA)	2
Fuel Filler Protector (AA)	2
Inlet Barrier Filter w/Access Door (AA)	2
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	2
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	2
NVG Cockpit Lighting (REB Technologies)	2
Churchill ARS 750C Augmented Reality Mapping System (ATOM2) Mission Computer -w- Internal Dual Recording / WiFi Router	2
Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab)(Whelen)	2
Cockpit/Cabin Floor Protector Kit (AA)	2
Baggage Compartment Edge Protector (AA)	2
Provisions for Wescam MX-10 Camera -w- Meeker Nose Mount / Meeker Landing Light Kit (located on mount) / Cables	2
Meeker Dovetail Set	2
Main Rotor Blade Folding (Paravion)	2
Spider Tracks - Spider X (Subscription not included) Equipment Provided loose	2
Trakkabeam TLX Searchlight - Mounted on a Meeker Universal AFT Fuselage Mount with Slaving Capability to EO/IR Sensor (Includes NVG, Amber, Red IR Filters (loose). Only One pendent	2
Video Splitter	2
Footswitch added to Pilot side / ICS/XMIT Capability for Pilot & Co-Pilot side of cockpit with (Toggle Switch)"	2
Macro Blue 12" Monitor with Internal Controls. To be mounted in TFO Station in Cabin.	2
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal LHS	2
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port in Aft Cabin (Position to be determined)	2
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal RHS	2
Blue LED police light located under belly (Position to be determined)	2
Install CFE: Wescam MX-10. Included in Provisions	2
Keyboard P/N AK-4 will mounted under the 152" monitor in the expanded Instrument Panel. Included in Churchill Pricing	2



CHICAGO POLICE

Bell 407GX_i Helicopter Program



Cobham Titan Audio Systems: Panels mounted in Center Console / Pilot & Co-Pilot / Cabin / 3 place Aft ICS / 2 Place Cabin Xmit.	2
FlexComm RT-7000 System Consisting of / (1) RT7000RMR-007-001-0007-0017-RT-7000 RMR, 3APX / (1) RT7000-005-001-0007-0017-RT-7--- RMRr, 1APX, (1) RCDU-7000-001-002 Remote Control Display Unit / Associated Antennas	2
Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 amplifier and LSC22 Siren Control Panel	2
Up-Charge: Exterior Paint in City of Chicago paint scheme. (see attachment A for photos)	2
Aeronautical Accessories Boattail Shelf	2
Custom Cabin TFO Station Located in Cabin / Final Design to be Determined at Design Review	2
Crew Assist Handles	2
Net on RHS of pedestal (Ipad storage)	2
Window Lock (AA)	2
Expanded Instrument Panel (AA)	2
Macro Blue 12" HD/NVG Monitor Mounted in Expanded Instrument Panel	2
Microwave Downlink - Vislink HDX-1100 aircraft transmitter with Omni Antenna (System requires Churchill Mapping System for Control.) The RF frequency band will be one of the following; 2.0-2.5, 4.4 -5.0, or 6.425-6.525 GHZ	2
Certification Engineering - Initial	1
Certification Engineering - Follow on AC	1
Ferry Flight to Chicago - Bell Pilot in Command	2

Training

Complimentary 407 Field Maintenance - 3 Weeks	1
Complimentary 407GX _i Integrated Avionics System Maintenance – 2 weeks	1
Complimentary 407GX _i Ground and Flight Initial	1

Acceptance Location

PINEY FLATS, TENNESSEE (USA)	
------------------------------	--

Certification

U.S. FAA	
----------	--

Purchase Price \$ 11,889,595.00



1.1 Pricing Ground Rules and Assumptions

1. The Pricing Terms and Conditions set forth herein are a part of this proposal and form the basis for the firm prices included in the quote above.
2. All pricing is firm, stated in United States Dollars (USD), and based on contract award from the Chicago Police no later than 31 May 2023.
3. Firm pricing is based on the assumption that mutually agreeable commercial contract terms and conditions will be negotiated between Bell and the Chicago Police.
4. Firm pricing is based on the configuration and description of the helicopter and services as outlined in this proposal. Changes to the scope of work, configuration or delivery schedule may impact the final price.
5. Firm prices assume that any taxes, duties or similar charges imposed by the United States of America or Canada shall be for the account of Bell. Any taxes (including VAT and corporate income taxes), duties or similar charges imposed by the government of the United States of America shall be for the account of the Chicago Police.
6. Firm pricing for the helicopter, standard kits and customizing equipment includes the cost for hardware and installation.
7. Firm pricing is based on the assumption that inspection and acceptance of the helicopter will take place at the Bell Facility in Piney Flats, Tennessee, by a Chicago Police inspection and acceptance team. All expenses associated with the inspection and acceptance shall be for the account of the Chicago Police. Upon Acceptance, a ferry flight with a Bell Pilot in Command will be conducted to the Customer's location.
8. Firm pricing assumes that the inspection and acceptance events will take place per the schedule included in this section. Final schedule to be negotiated prior to contract execution.
9. The standard Bell Commercial New Helicopter warranty is included in the price of the helicopter. Bell Standard Warranty applies with no changes or additions.
10. The Chicago Police is responsible for complying with the Bell Training Academy Cancellation Policy as set forth at:
<https://www.bellflight.com/support/training/payment-cancellation-policy>.



CHICAGO POLICE

Bell 407GX_i Helicopter Program



11. Technical publications for the helicopter and engines are provided via online. The technical publications are complimentary during the warranty period. Following the warranty period, a one-year subscription is available for an additional charge per type/model/series. This provides unlimited users per model during the subscription year. All technical publications will be in English language.
12. The Bell 407GX_i helicopter firm pricing is based on the assumption that the helicopter will be painted in a standard paint scheme of up to three (3) colors with markings designated by the Chicago Police. The Chicago Police shall define the paint configuration and interior color within thirty (30) days after contract award.
13. Bell proposes complimentary training with the purchase of new Chicago Police Bell407GX_i helicopter. All costs associated with the training, including but not limited to airfare, lodging, transportation, meals, visas and medical expenses will be for the account of the Chicago Police. All pilot and maintenance training will be conducted in English language.
14. In the event that a Chicago Police designated training candidate fails to appear for a scheduled training class, there will be no refunds; however, Bell will attempt to reschedule the training class. The Chicago Police shall ensure that the training candidates are available for the training classes as scheduled and shall notify Bell immediately if there is a problem with meeting the scheduled class.
15. In the event that a Chicago Police designated candidate does not achieve required proficiency in a course, the candidate will receive a certificate of attendance rather than a certificate of completion.
16. All incoming Chicago Police designated pilot candidates are assumed to have passed an FAA Class III flight physical.
17. Pilot training will be conducted to FAA standards requiring pilot candidates to be fluent in reading, writing, understanding and speaking the English language; therefore pilot ground instruction and flight training will not include use of a language interpreter. All training is conducted in the English language. Students must read, write and understand the English language to a minimum 70% comprehension level.
18. All incoming maintainer candidates will have an A&P, FCC license or military training equivalent prior to arrival at the Bell Training Academy.
19. All training manuals will be provided in the English language.



CHICAGO POLICE
Bell 407GX_i Helicopter Program



**APPENDIX C. BELL SUMMARY – REQUIREMENTS TO
PROVIDE BELL 407GX_i**



CHICAGO POLICE Bell 407GX_i Helicopter Program



C-1

Bell Textron Inc. (Bell) is the Manufacturer of Original Equipment (MOE) for Bell aircraft including the Bell 407GX_i listed in this proposal.

A big part of completing any mission starts with putting together the right team. At Bell, our goal is to produce aircraft that are dependable, flexible and can fit almost any need, which is why so many operators choose Bell helicopters to be part of their teams. The Bell 407GX_i is the ideal solution for offering Chicago Police the proficiency that comes with over 87 years of aviation experience and expertise in providing safe and reliable helicopters backed by the best product support team in the world. The Chicago Police will benefit from Bell's long history of designing, building and supporting helicopters in a variety of configurations.

Customer Support Representatives (CSR) are available 24 hours a day, 7 days a week, 365 days a year (via phone and e-mail). In addition, Regional Customer Service Engineers (CSE) can provide on-site assistance, when needed. The combination of the Bell 407GX_i with Bell's industry-leading customer support provides the best value light single helicopter solution available in the market.

The reliability, speed, performance and maneuverability of the Bell 407GX_i helicopter is integrated with a cabin configurable for a wide variety of missions and payloads. The Bell 407GX_i proves you don't have to sacrifice comfort for performance. Bell looks forward to working with the Chicago Police on this effort.

DocuSigned by:
Veronica Rojas
2B4F48DB5AA142F...



FEMA

May 9, 2023

Robert Evans
Acting Bureau Chief
Division of Preparedness and Grants Administration
Illinois Emergency Management Agency
2200 South Dirksen Parkway
Springfield, Illinois 62703

Subject: Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Detection Aircraft Approval Letter

Dear Chief Evans:

The Federal Emergency Management Agency (FEMA), Grant Programs Directorate has reviewed your request, on behalf of the Chicago Police Department, to use up to \$13,800,000 of its Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) – Urban Area Security Initiative funding, Award # EMW-2022-SS-00025, to purchase two (2) Bell 407GX_i helicopters and associated equipment as detailed in the original request letter.

The requested equipment meets the requirements detailed in the FY 2022 HSGP Notice of Funding Opportunity and/or applicable section of the Preparedness Grants Manual. This request is approved for uses consistent with the terms of the award. Recipients are reminded that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the recipient or local units of government and are not allowable under these grant programs. Furthermore, local units of government, including State agencies, must certify that they have an operating aviation unit and that no expenses will be charged against the grant award for the operation of such aviation unit.

Any future CBRNE aviation equipment requests must be submitted to FEMA for prior approval. Please contact your Preparedness Officer, Asjerde' Ragins, at (202) 731-9639 or Asjerde.Ragins@fema.dhs.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey N. Street".

Stacey N. Street
Director
Office of Grants Administration

Cc: Thomas C. Sivak, Regional Administrator, Region V
Kerry L. Thomas, Director, Preparedness Grants Division
Travis Siggers, Acting Grants Division Director, Region V
Alexander R. Mrazik, Jr., Acting Deputy Director, Preparedness Grants Division
Mark Silveira, Branch Chief, Preparedness Grants Division
Michael G. McGowan, Section Chief, Preparedness Grants Division
Asjerde' Ragins, Preparedness Officer, Preparedness Grants Division



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 184836
Certificate Printed on: 06/29/2023

Date of This Filing:06/29/2023 09:40 AM
Original Filing Date:06/29/2023 09:40 AM

Disclosing Party: Bell Textron Inc
Filed by: Jennifer White

Title:Regional Contract Manager

Matter: Sole source NCRB application/
Contract for aircraft purchase
Applicant: Bell Textron Inc
Specification #: 1254833A
Contract #:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

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

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

PRODUCER Marsh USA, Inc. 99 High Street Boston, MA 02110 Attn: Patrick Hanrahan Patrick.Hanrahan@Marsh.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
CN102796317-ALL-AHWIA-23-24 MAR Bell 0137	INSURER(S) AFFORDING COVERAGE	
	INSURER A : See Attached Schedule of Insurers	
INSURED Bell Textron Inc. 3255 Bell Flight Blvd. Fort Worth, TX 76118	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-011314789-33 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aviation Insurance Including the Below Coverage			See Attached	04/01/2023	04/01/2024	See Below for Limits of Insurance

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A) Aircraft Hull All Risks and Hull War Insurance applies to any aircraft owned and/or operated by the Named Insured for values As Agreed with Underwriters subject to a maximum value of \$50,000,000.
B) Aviation Liability Insurance including but not limited to Aircraft Liability and War Liability as on file for a Limit of \$50,000,000 each occurrence and in the annual aggregate as respects War Liability.
C) Hangarkeepers (Ground & In Flight) Liability for a limit of \$50,000,000 each occurrence.

CERTIFICATE HOLDER **CANCELLATION**

Bell Textron Inc 3255 Bell Flight Boulevard Fort Worth, TX 76118	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 <i>Marsh USA Inc.</i>


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CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

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

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

DATE: July 11, 2023

SUBJECT: **Compliance Concurrence: No Stated Goals Request**
Bell Helicopter Purchase
Specification: 1254833

The Office of Public Safety Administration (PSA) concurs with the Bell Textron request stating "No Stated Goals" for the CPD Helicopter agreement.

CPD's current fleet of helicopters are manufactured by Bell Textron Inc. From a fleet management perspective any new helicopters must be from the same manufacturer to ensure seamless integration for safety, service, parts availability, and training. Maintenance is a constant, on-going, requirement for helicopters. To ensure safety and airworthiness, the manufacturer and the Federal Aviation Administration (FAA) stipulate the frequency and extent of a helicopter's maintenance requirements that will need to be performed by qualified helicopter engineers. Helicopter maintenance is far more specialized with a helicopter's major components like its engines and rotor systems requiring compulsory inspection at specific intervals. Other parts also need to be regularly inspected, maintained, and perhaps replaced.

It is important the City has the same vendor that will not only provide parts and service for any new helicopters purchased but will also monitor the current fleet and provide the City with ongoing inspections and service recommendations.

After a thorough search of the C-2 System CFD identified no certified MBE/WBE contractors that fall into the required categories as this is highly specialized equipment.

If you should have any questions, please contact Kevin Pater at 312-745-3710 or via email at Kevin.Pater@cityofchicago.org. Thank you for your assistance.

Contract Goal Participation Determination Form

Project Title: Purchase of New CPD Helicopters

Project Description:

Helicopter Purchase

Specification No. 1254833 A Requisition No. 484205

Funding Source(s): City Federal Other

Target Market: Yes No MBI SBI I SBI II

No Stated Goal: Yes No

Previous Contract No(s): _____

SCOPE OF WORK:

Reference Contract: Purchase of two (2) new Bell Helicopters;

SUBCONTRACTING OPPORTUNITIES

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

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

TOTAL ESTIMATED CONTRACT VALUE \$ \$ 11,000,000.00 / 11,889,595.00 **YAP**

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

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

Recommended:  09/08/2022
 (User Department Authorized Signature) Date
Public Safety Administration
 (Name of User Department)

Department of Procurement Services

Approved By:  9.14.22
 Gabriel Rodriguez, Deputy Procurement Officer Date

Approved By:  9/14/2022
 Aileen Velazquez, Chief Procurement Officer Date

ATTACHMENT: MBE/WBE Special Conditions

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



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

FOR
NON-CONSTRUCTION
PROJECTS ONLY

Project Name: Specification No.:

From: (Name of MBE/WBE Firm)

To: Bell Textron Inc. and the City of Chicago. (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Blank lines for describing services

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

Blank lines for price and terms of payment

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / (x) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: none

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Veronica Rojas and date 5/30/23

Veronica Rojas - Sr. Manager, Contracts (Name/Title-Please Print)

vdrojas@bellflight.com 817-280-1290 (Email & Phone Number)

ATTACHMENT: MBE/WBE Special Conditions

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Bell Textron 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 and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

ATTACHMENT: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

ATTACHMENT: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

ATTACHMENT: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation	\$0.00	0%

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation	\$0.00	0%

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation	\$0.00	0%

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation	\$0.00	0%

ATTACHMENT: MBE/WBE Special Conditions

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / (X) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

none

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Bell Textron Inc.

(Name of Prime Contractor – Print or Type)

State of: Texas

[Signature]

(Signature)

County of: Tarrant

Veronica Rojas - Sr. Manager, Contracts

(Name/Title of Affiant – Print or Type)

5/30/2023

(Date)

On this 30th day of May, 2023, the above signed officer Veronica Rojas
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

[Signature]

(Notary Public Signature)

SEAL:

Commission Expires: June 20, 2023



ATTACHMENT: MBE/WBE Special Conditions

SCHEDULE C-V
VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: Bell Textron Inc. _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the VBE subcontract that will be subcontracted to non VBE contractors.

0 % of the dollar value of the VBE subcontract that will be subcontracted VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / (x) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of VBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)

ATTACHMENT: MBE/WBE Special Conditions

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-V WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

SCHEDULE D-V

Compliance Plan Regarding VBE Utilization

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Bell Textron 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 VBE goals of this contract.

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

I Direct Participation of VBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of VBE participation, first consider involvement with VBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified VBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each VBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each VBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

2. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

ATTACHMENT: MBE/WBE Special Conditions

3. Name of VBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____

4. Name of VBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____

Add additional sheets if necessary

II. Indirect Participation of VBE Firms

NOTE: This section need not be completed if the VBE goals have been met through the direct participation outlined in Section I. If the VBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the VBE Special Conditions in a request for a waiver or reduction of VBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

VBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of VBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____

2. Name of VBE: _____
Address: _____
Contact Person: _____
Phone Number: _____

ATTACHMENT: MBE/WBE Special Conditions

Dollar Value of Participation \$ _____

Percentage of Participation % _____

3. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

4. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Add additional sheets if necessary

II. Summary of VBE Proposal

A. VBE Proposal

1. VBE Direct Participation

VBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct Participation	\$0.00	0%

2. VBE Indirect Participation

VBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)

ATTACHMENT: MBE/WBE Special Conditions

Total Indirect Participation	\$0.00	0%

The Prime Contractor designates the following person as its VBE Liaison Officer:

 (Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor () does / (x) does not have an ownership interest in any VBE listed in this Schedule D.

Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Bell Textron Inc.
 (Name of Prime Contractor – Print or Type)
Kevin R.
 (Signature)

State of: Texas
 County of: Tarrant

Veronica Rojas - Sr. Manager, Contracts
 (Name/Title of Affiant – Print or Type)

5/30/2023
 (Date)

On this 30th day of May, 2023, the above signed officer Veronica Rojas
 (Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

UMA
 (Notary Public Signature)

Commission Expires: June 20, 2023



SEAL:

ATTACHMENT: MBE/WBE Special Conditions

CONTRACT INSURANCE REQUIREMENTS
Office of Public Safety Administration

**Purchase/Completion of New Helicopter Unit for
Chicago Police Department**

A. INSURANCE REQUIRED

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

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

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

- 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

- 3) Automobile Liability (Primary and Umbrella)
Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City and other entities required by City are to be named as additional insureds on a primary, non-

contributory basis.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General liability Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Aviation Liability

When any aircraft equipment is used in connection with any services performed hereunder, Contractor must provide Aviation Liability Insurance with limits of not less than \$10,000,000 per occurrence, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

6) Property/ Aviation Hull

The Contractor is responsible for all loss or damage to helicopter until acceptance and pick up by or delivery to the City of Chicago.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, used, leased, or rented to Contractor.

B. Additional Requirements

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

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does

it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured

where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2023

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Textron Inc. & Bell Textron Inc. 3255 Bell Flight Boulevard Fort Worth TX 76118 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Westminster Ins Co.		12725
	INSURER C: Zurich American Ins Co		16535
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570098535550** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3441GLUS023 GENERAL LIABILITY	01/01/2023	01/01/2024	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
							Products - Comp/Op	\$5,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BAP4020209-09	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			34543495 UMBRELLA SIR applies per policy terms & conditions	01/01/2023	01/01/2024	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Excess Workers Compensation		Y/N N	N/A	WC402021009	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Excess Workers Compensation			EWS402021209 SIR applies per policy terms & conditions	04/01/2023	04/01/2024	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As respects General Liability policy number 3441GLUS020, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is independently Procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

CERTIFICATE HOLDER Bell Textron Inc. 3255 Bell Helicopter Blvd Fort Worth TX 76118-7630 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier : ACSBell-0038

Certificate No : 570098535550



Scope of Services

CPD Helicopter Purchase

Authorized Dealer / Distributor

The Contractor must be the manufacturer or a manufacturer's authorized dealer or distributor of the proposed aircraft or equipment manufacturer and be capable of providing current/updated documentation of status with its bid and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranties to the City of Chicago must be submitted with bid documents, if applicable.

Meetings and Inspections

A Post award meeting must be held at the Department of Assets, Information and Services Fleet Maintenance facility at 210 W. 69th Street, Chicago, IL 60621, prior to aircraft orders being finalized. This meeting must be attended by the Contractor's technical representatives, to discuss construction techniques and particular component placement. The Contractor representatives must have the full authority to provide binding decisions on the Contractor's behalf.

For each sub-order, a Pre-Construction meeting must be held at the Manufacturer's facility prior to construction of aircraft. Two representatives from each ordering department and two representatives from the Department of Assets, Information and Services will attend this inspection.

For each sub-order, an aircraft Pre-Paint meeting may be held at the facility of the aircraft manufacturer during the airframe construction. Two representatives from each ordering department and two representatives from the Department of Assets, Information and Services will attend this inspection.

For each sub-order, a final inspection meeting may be held at the facility of the aircraft's manufacturer during the aircraft's construction. Two representatives from each ordering department and two representatives from the Department of Assets, Information and Services will attend this inspection.

The expense of appropriate travel, lodging and meals for all meetings and inspections not held within the City of Chicago must be borne by the Contractor. For purposes of travel expenses, travel to and from the inspections by Department personnel must be by automobile up to a maximum of 200 road miles from the Fleet Management Maintenance Facility at 210 W. 69th Street., Chicago, IL 60621. If travel is required in excess of 200 road miles, the Contractor must provide City employees with travel via commercial airlines with a 14-day notice of arrangements being provided prior to the inspection date. Travel arrangements must be made in accordance with City of Chicago Travel Guidelines, as shown in Exhibit 3, attached.

Final acceptance will be at the City of Chicago Helicopter Unit at 3954 E. Foreman Drive, Chicago IL. 60617

Approval Drawings

Drawings for approval and blueprints with all details thereon must be furnished after the pre-construction conference and before construction of the aircraft begins. The engineering drawings must be drawn to scale and representative of the bid unit after the pre-construction conference clarifications are incorporated. Views of sides as well as front, back and top must be shown. Generic drawings are unacceptable. The Department will make every endeavor to correct the approval drawing before it is returned. However, if a variation or an omission between the approval drawing and the written specifications is discovered, the City of Chicago written specifications will prevail.

Equipment Demonstration

The City, at its option, reserves the right to request an equipment demonstration be conducted by the

Contractor at a designated site in the Chicago area within 21 days after receipt of notice from the city to determine whether the proposed equipment meets all City requirements.

Contractor will pay travel expenses for up to three (3) City personnel in the event the site is located outside of the Chicago area. All costs related to the equipment demonstration must be borne by the Contractor. Failure of the Contractor to provide an equipment demonstration upon request will be grounds for rejecting the bid as being non-responsive.

For purposes of travel expenses, travel to and from the inspections by department personnel must be by automobile up to a maximum of 200 road miles from the Department of Assets, Information and Services Maintenance Facility at 210 W. 69th Street, Chicago, Illinois. If travel is required in excess of 200 road miles, the Contractor must provide City employees with travel via commercial airlines with a 14-day notice of arrangements being provided prior to the inspection date. The levels of travel and accommodations for City representatives must not exceed those established within the City of Chicago Travel Guidelines.

Quality Control

The Contractor must utilize industry-recognized standards and procedures to assure that satisfactory levels of quality control are maintained in all stages of the manufacturing, assembly, and installation process. Employees of the Department of Procurement Services and the Department or agents acting on behalf of the city, accompanied by such City personnel will have open access to all areas/ facilities in order to ensure that proper quality control standards are being met.

Manuals, Certificates, Applications, Etc.

All manuals must be provided in English. One manual set on paperback, USB, or equivalent online resource subscription and software must be provided with each unit purchased. Manual set must include complete operational and maintenance information on all aspects of the unit, and all other major components.

Technical Service Bulletins (TSBs) must be forwarded directly to DAIS as they are issued.

General Specifications

- The bid-winning aircraft completion vendor shall be an FAA approved repair station. The repair station shall be capable or working on and returning to service the helicopters listed under the repair station's list of capabilities or by the Repair Station classification rating. The supplier shall provide documentation with the offer to show compliance with this requirement.
- The bid-winning aircraft completion vendor shall be a manufacture approved service center and shall provide documentation with the offer to show compliance with this requirement.
- The successful offer ~~er~~ will have verifiable substantial experience before any proposal will be considered. The successful vendor will have verifiable substantial experience with law enforcement custom configuration completions of the helicopters or commercial helicopters similar in complexity to that specified in this solicitation.
- It is required that the successful vendor be approved by the respective manufacturer(s) for installation/service of all specified avionics, equipment, accessories and optional items, and any other devices furnished to satisfy the requirements of this document.
- For evaluation purposes, the bidding aircraft completion vendor should submit certifications, documentation and information that affirm compliance to this section with their offer.
- If any or all of the above certifications, documentation and/or information are not submitted with the offer, the City of Chicago, at its sole discretion may request the information from the offeror. If requested, the vendor shall

provide the information within three (3) days of notification or as specified in the written request. Failure to provide the requested information within the stated time frame or failure to adequately address any issue cited herein may result in the offer being found non-responsive and not considered for award.

- Specific installation locations of all specified avionics equipment, mission equipment, systems, sub-systems, components, provisions, and accessories, as well as specific designs for all custom systems, sub-systems, and provisions necessary to configure the aircraft as specified in this document shall be finalized after award of contract.
- Final installation locations and final custom designs (drawings, etc.) shall be approved, in writing, by an authorized representative of the City of Chicago prior to commencing work on a particular installation, or prior to purchasing custom components or parts and materials required for the fabrication and /or installation of custom components.
- All installed equipment systems, sub-systems, components, and accessories must be in compliance with the specifications established in this document, as well as with the general concepts outlined herein.
- Each installed system, sub-system component or item of equipment shall be state of the art technology. Where brand names are specified, alternates will not be accepted unless otherwise specified or agreed to by City of Chicago prior to installation.
- Each item made a part of an offer not specified by brand name in this document shall be identified by manufacturer name, model number and other information necessary to determine compliance with these specifications. Descriptive literature shall also be provided, when available. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted.
- The installation of all equipment systems, sub-systems, components, and accessories shall be in accordance with applicable Federal Aviation Administration (FAA) Regulations.
- In addition to the requirements and specifications identified elsewhere, the items described in this solicitation must, unless otherwise indicated, be an integral part of the helicopter at the time of delivery. Each such item shall be completely functional at the time of delivery.
- All equipment systems, sub-systems, components, and accessories provided by the vendor must be "factory new" or will be tagged as serviceable and approved for installation by City of Chicago and in good working condition.
- Any parts, accessories and equipment furnished by City of Chicago Aviation Unit will be "factory new" or will be tagged as serviceable and in good working order.
- Aircraft shall be delivered from the manufacturing facility, in the specified condition per Aircraft Completion General Specifications, and any custom modification requirements specified herein, with all specified factory installed equipment and all specified factory installed accessories.
- Aircraft shall have the minimum number of hours for accumulated flight and associated pre delivery support necessary for production test flights.
- All installed equipment systems, sub-systems and components must interface with current capabilities and hardware utilized by the City of Chicago's CPD Aviation Unit.
- Each installed equipment system, subsystem, or component must be compatible in operation with every other system, sub-system or component similarly installed and must not interfere with the safe operation of the aircraft.

- The installation or use (stowed or deployed) of any and all of the accessories, equipment, or other items employed to meet these specifications shall not adversely affect the flight characteristics of the aircraft. Supplemental Type Certificate or FAA field approval shall be provided for each shall be included with each offer of any accessory, equipment, or other item attached to the exterior of such aircraft or which otherwise extends into the airstream and data on the aerodynamic affect when available. The data must reflect the flight characteristics while the aircraft is being operated at maximum gross weight, with maximum continuous power. The completed aircraft shall maintain Standard Airworthiness classification without limitation.
- Each installed equipment system, sub-system or component must be, to the maximum extent possible, modular in construction to allow random removal from the aircraft and easy reinstallation and operation.
- All necessary connectors and attachment fittings must be clearly identified and constructed to deny improper connection and/or attachment. Thumb type connector attachment screws shall be used wherever possible.
- Each installation of an equipment system, sub-system or component must include enough flexibility for future enhancement and/or the installation of component systems.
- The installation of any equipment system, sub-system component or accessory shall not interfere with the safe egress or seating of passengers and crew.
- Static center – of – gravity (C.G.) location of the completed aircraft shall be such that the removal of anyone, or random combination of, modularly installed equipment items (E.G. Trakkabeam searchlight assembly, airborne thermal imaging system components, etc.) shall not displace the C.G. out of certified limits or deny subsequent flight with any random mix of crew, passengers and/or loading configuration using manufactures aircraft ballast weight limits at manufactures ballast locations.
- Each installed equipment system, sub-system or component or accessory which requires electrical power must derive all such power from the aircraft electrical system (i.e., shall not be driven by external batteries or other sources).
- All installation designs shall ensure that the electrical system will have enough capacity to accommodate the simultaneous operations of all electrical devices described in this document, without interfering with any device necessary to the safe operations of the aircraft and successful completion of assigned missions. An Electrical Load Analysis representative of the exact aircraft configuration must be completed and supplied with each aircraft.
- All electrical devices shall be protected by circuit breakers, buses, panels, switches, fuses, regulators and/or other devices to reduce the potential for undesirable electrical emergencies in flight. Circuit breakers or fuses shall be easily accessible to the flight crew in the cockpit.
- If fuses are part of any installation, an enough spare of each size (minimum of three (3) per size) shall be provided in a “rattle- free” container.
- Electronic installation areas shall provide easy access for maintenance, removal, and installation of contained equipment and must provide protection from undesirable environmental hazards (e.g., water incursion, heat buildup, etc.).
- All wire bundles shall have service loops which are of an enough length to allow electronic components to be easily removed from the panel and/or console and easy removal and reinstallation of connectors. Should during inspection by the City of Chicago personnel, it is determined that the service loop is of insufficient length, the proper length wire harness will be replaced in its entirety. Spliced wiring harness extensions will not be accepted.

- All wiring installed shall be ultraviolet (UV) laser marked along its entire length at a minimum of every six (6) inches to identify its function. After installation every individual installed wire shall be checked for excessive electrical resistance (ohms) and integrity.
- A complete set of block wire diagrams shall be provided for all systems and sub-systems. Wiring diagrams shall be drafted using computer-aided design (CAD) and shall be provided to the City of Chicago and the CPD Aviation Unit in both electronic (CD or portable flash drive, and printed paper format).
- Customized wiring diagrams for each serial numbered aircraft shall be provided to the City of Chicago's CPD Aviation Unit upon delivery of each aircraft.
- All necessary connectors and attachment fittings must be clearly identified and constructed to deny improper connection or attachment.
- Installations shall be free of electrical noise (including noise generated by the searchlight etc., Radar Altimeter, Air conditioner, Generator, and or any other source from within or from without the aircraft etc.).
- No avionics cabling related to installations (other than for handheld controllers) are to be installed within the cabin area.
- All electroluminescent panels shall be engraved and permanently marked (not with vinyl or plastic labels) as required to ensure even lighting and legibility at all switch/circuit breaker locations.
- All markings on other panels and locations shall be marked by silkscreen method. No "rub on" lettering or vinyl type labels made from a label maker will be accepted.
- An updated weight and balance shall be provided for all installations. Contractor shall perform an actual (weighed) weight and balance of the completed aircraft prior to delivery.
- An updated equipment list shall be provided.
- While at the vendor facility, all City of Chicago aircraft shall be securely hangered and accessible to City of Chicago and its representatives with prior arrangement. At no time will the CPD aircraft be stored outside.
- Aircraft shall have the features below:
 - All current Alert Service Bulletins (ASBs) current and complied with as of date of delivery.
 - All current Technical Service Bulletins (TSB) current and complied with as of date of delivery.
 - All Advisory Directives (AD's) current and complied with as of date of delivery.
 - All Bell Standard published items including maintenance manuals and product specifications.
 - Main Rotor Hub Assembly installed as of date of delivery.
 - All FAA Supplemental Type Certificates,
 - FAA Field Approvals forms,
 - FAA Registration Certificates,
 - FAA Airworthiness Certificates,
 - Flight manuals.
 - Maintenance manuals.
 - Aircraft logbooks, and other documentation as appropriate as of date of delivery.

– Group A Twin Engine, Small Frame Law Enforcement Helicopter

Aircraft

- The helicopter needs to be able to have a maximum cruise speed of 150 kts.
- The helicopter needs to have airworthy cabin doors to be airworthy to speeds up to 90 kts if not greater when in the open position. These cabin doors must be a sliding configuration and will not require removal to accomplish airspeed requirements. This speed allows the aircraft to cover significant distance overtime and still be safe for tactical operators to be seated with their legs hanging out of the cabin in a tactical configuration.
- The helicopter needs to have a range of 370 nm.
- The helicopter needs to have to a maximum endurance of 4.0 hrs.
- The helicopter needs to have extreme maneuverability in various flight envelopes: some mission sets require the aircraft to interdict scenarios requiring forward flight from above 65 kts. to abrupt right bank angle up to at least 30 degrees while turning to stop at low altitudes.
- The helicopter must be tooled using the SAE tooling.

Capacities

- The helicopter needs to have standard seating for 1+7
- The helicopter must have a standard fuel capacity of 216 U.S. gallons
- The helicopter must have an auxiliary fuel capacity of 39 U.S. gallons
- The helicopter must have to have an interior cabin volume of 130 cubic feet
- The helicopter must have a baggage compartment volume of 74 cubic feet
- The total contiguous cabin volume must be 204 cubic feet.

Powerplant Capacities

- The helicopter must be powered by dual engines capable of producing:
 - Max Continuous
 - 2x635 shp / 2x474 kW
 - Takeoff
 - 2x719 shp / 2x536 kW
- Empty weight of the helicopter, base aircraft must be 4,465 lbs.
- The helicopter must have a maximum gross weight (internal, standard) 7,000 lbs.
- The helicopter must have a maximum gross weight (internal, optional) 7,500 lbs.
- The helicopter must have a maximum gross weight (internal, standard) 8,000 lbs.
- The helicopter must have a useful load weight (internal, standard) 2,535 lbs.
- The helicopter must have a cargo hook capacity of 3,000 lbs.

Custom Modification Requirements

The aircraft shall meet all State and Federal requirements required to complete the aircraft sale, transfer of title and ownership to the City of Chicago.

All costs of the airframe, customization parts and kits as specified in section Custom Modification Requirements of this document shall be invoiced via an individual itemized invoice.

General Aircraft Upgrade Requirements

- Dual Pilot Control Provisions
- Dual Pilot Controls Equipment
- 4th Axis Autopilot
- Pilot Cyclic Locking Device
- Dual 200-amp starter generators
- Increased capacity battery (53Ah)

- Articulated landing light
- Forward flashing recognition light
- Fuel filler area protector
- Rotor brake equipment
- Inlet barrier filter
- Gross weight towing kit
- Compressor wash kit
- LED step lights for cabin doors, both Left and Right
- Wire strike protection system
- Main Rotor Blade Folding Kit
- Blade Support Equipment
- High Visibility Main Rotor Blades with completed "Taco Patch" modification.
- Contrasting paint stripes for tail rotor blades.
- Standard - Utility Trim – Utility Light Weight-Seating - Passenger Standard six (6) place Club – 18.5-inch seats with 4-point restraint system. The restraint system shall have quick release disconnects and ICS Fix provisions. The seats could also support an airline seating configuration.
- Headliner – Standard with LED lighting and adjustable air conditioning vents.
- Rotor brake Equipment

COCKPIT INSTRUMENT PANEL/CENTER PEDESTAL

Instrumentation layout shall allow the pilot to easily monitor and control all installed instruments, MFD panels, gauges, navigation information, and control devices while simultaneously manipulation the aircraft controls.

A drawing of a proposed Instrument panel / Center pedestal layout must accompany any offer. Approval of the final panel layout and design will occur by the City of Chicago CPD Aviation Unit after the contract award.

- Cockpit Center Pedestal: Shall include the following system Mission Equipment Operational control panels in addition to the system control panels mounted with Dzus rail type fasteners:
 - 4.4.3.1 PS Engineering PAC45 pilot audio panel
 - PS Engineering PAC45 co-pilot audio panel
 - COBHAM RT-7000
 - AFS and Trim push button annunciator panel
 - Course Heading Flight Director control panel
 - Lighting / ECS control panel
 - Searchlight control panel
 - ELT remote activation switch
 - Air Conditioner control panel

NIGHT VISION GOGLE AUXILIARY LIGHTING

Cockpit and aft cabin lighting shall facilitate unaided night and night vision goggle operations to include cockpit lighting that is compatible with AN/AVS-9 M949 MIL-STD-3009 Pinnacle Aviator Night Vision Goggles and AN/AVS-9 (M949) White Phosphorus Night Vision Goggles. NVG cockpit/cabin lighting system shall have FAA STC approval; NVG auxiliary light provisions shall include the following:

- NVG compatible instrument lights.
- NVG compatible center pedestal lighting.
- NVG compatible avionics lighting.
- NVG compatible aft cabin overhead lighting
- The caution warning system shall be equipped with NVG compatible annunciator lights
- A dimmable collective lighted panel.
- Aero Dynamix (or similar) NVG Covert IR Formation Lighting System. This system will be used for tactical formation flying with City of Chicago helicopters.
- NVG modifications to lighting will not interfere with daylight acuity of instruments and gauges nor should the NVG modifications be obvious during daytime operations (post lighting, spider lighting, filtering that is obvious, etc.).

AIRCRAFT PAINT SPECIFICATIONS

A custom multi-colored exterior paint scheme shall be applied to City of Chicago specifications. The City of Chicago will provide the color codes and layout to be configured to City of Chicago Police Department.

AVIONICS-TRAFFIC ADVISORY SYSTEM

A Sky Tracks TAS605A Traffic Advisory System (or equivalent), mounting provisions and antennas shall be purchased by the vendor.

A Sky Tracks TAS605A Traffic Advisory System (or equivalent), mounting provisions and antennas shall be installed and integrated into the helicopter pilot's Primary Flight Display (PFD) and the Multi- Function Display (MFD) by the vendor.

AVIONICS-NAV/COM RADIOS

The helicopter must be equipped with the installed avionics:

NAV/COM/GPS Garmin GTN-750 with the following upgrades:

- HTAWS
- 16 Watt transmit upgrade
- Integrated SAR Patterns, if approved for use in this model aircraft

NAV/COM/GPS Garmin GTN-650 with the following upgrades:

- HTAWS
- 16 Watt transmit upgrade
- Integrated SAR Patterns, if approved for use in this model aircraft

AVIONICS-SATELLITE DATA LINKER RECEIVER

The vendor shall purchase and install a Garmin GDL69A Satellite Data Link Receiver.

The vendor shall purchase and install all associated antenna kits to feed subscribed satellite data information to both the GTN 750 and the GTN 650.

AIRFRAME CUSTOMIZATION: AIR CONDITIONER

An Air Comm Corporation Dual Evaporator Air Conditioner (or equivalent) system consisting of two (2) forward evaporators and two (2) aft evaporators shall be purchased and installed by the vendor.

Air conditioner controls shall be installed and located in the cockpit center pedestal.

AIRFRAME CUSTOMIZATION: BLEED AIR HEATER

Bleed air heater provisions.

Bleed air heater needs to within chin bubble for defrost capabilities.

AIRFRAME CUSTOMIZATION: AFT CABIN OVERHEAD PANEL

Aft cabin overhead panel shall have white light NVG strip lighting enough for illumination of right and left sides of cabin or modification of cabin lights to allow for NVG compatible lighting that does not interfere with NVG operations in the cockpit or cabin.

White NVG strip lighting shall have a variable lighting control located in the aft cabin and in the cockpit from the pilot's position to control aft cabin NVG strip lighting intensity from either location.

AIRFRAME CUSTOMIZATION: INLET BARRIER FILTRATION KITS

The aircraft shall have a manufactures Inlet Barrier Filter Kit and Bypasskit installed on the left and the right engine air inlets.

One (1) full set of replacement Inlet Barrier Filters shall be provided by the contracted completion company.

AIRFRAME CUSTOMIZATION: MISCELLANEOUS

All cockpit, cabin, and baggage compartment doors shall be provided with common locks (keyed alike.)

8 keys need to be provided for each type of keyed locked utilized on aircraft.

A metal map case shall be fabricated and installed in an area within the forward cockpit area with easy access by the pilot. Exactlocation will be determined with the vendor.

AIRFRAME CUSTOMIZATION: DOOR HINGES

The Pilot and Co-pilot doors shall be easily removable utilizing quickrelease pins or similar devices.

The aft cabin hinged doors shall be easily removable utilizingquick release pins or similar devices.

AIRFRAME CUSTOMIZATION: RAPPEL FIXTURES

The vendor shall provide four (4) each Aeronautical Accessories Ceiling Rappel Kits.

Four (4) Aeronautical Accessories Ceiling Rappel Kits shall be installed on right and left sides of the aircraft.

AIRFRAME CUSTOMIZATION: CEILING SPOTTER FIXTURE

The vendor shall provide one (1) each Aeronautical AccessoriesCabin Ceiling Spotter Kit.

One (1) each Aeronautical Accessories Cabin Ceiling Spotter Kit shall be installed behind the pilot position in the aft cabin.

Hard Point Floor Spotter: Six (6) Hard Point Floor Spotter (AA)(300 lb. Capacity).

AIRFRAME CUSTOMIZATION: GPS TRACKING SYSTEM

The vendor shall provide one (1) each Spider tracks Spider X (or equivalent) GPS tracking unit.

Spider tracks Spider GPS tracking unit shall be installed on the top of the instrument pane shroud preferably accessible from both the Pilot and Co- Pilot seat positions.

The Spider tracks Spider X GPS tracking unit shall be connected with a wiring harness which terminates with a connon plug connected at the instrument panel shroud area.

AIRFRAME CUSTOMIZATION: CARGO LIGHTS

The vendor shall provide and install two (2) lights installed on the left and right lower underside area of the aircraft. Exact location will be determined by the vendor and City of Chicago at a later date.

Cargo lights shall have an independent Eaton style switch and circuit breaker protection located within the cockpit to allow easy access to the pilot.

AIRFRAME CUSTOMIZATION: FLOOR PROTECTORS

The vendor shall provide one (1) each Aeronautical Accessories Crew Floor Protector (or equivalent).

The Aeronautical Accessories Crew Floor Protector kit (or equivalent) shall be installed in the Pilot and Co-pilot crew cabin area.

AIRFRAME CUSTOMIZATION: REPLACEMENT WINDOWS

The vendor shall purchase and install Sliding Door Window, dark Gray color.

The vendor shall purchase and install Passenger Door Window, dark Gray color.

The tint level of the aft cabin windows shall be consistent with tinted windows throughout the aircraft

AIRFRAME CUSTOMIZATION: AUTOMATIC DOOR RESTRAINTS

The vendor shall provide one (1) each Aeronautical Accessories Crew Door Actuator Kit (or equivalent).

An Aeronautical Accessories Crew Door Actuator Kit (or equivalent) shall be installed on the pilot and co-pilot doors.

An Aeronautical Accessories Passenger Door Actuators Kit (or equivalent) shall be installed on the right and left passenger doors. The left and right passenger doors shall be installed with "no damper" gas cylinder assembly for rapid opening of the passenger doors.

The vendor shall provide one (1) each Aeronautical Accessories Baggage Door Actuator Kit (or equivalent).

An Aeronautical Accessories Baggage Door Actuator Kit (or equivalent) shall be installed on the baggage compartment door.

AIRFRAME CUSTOMIZATION: AUX FIN STROBE/POSITION LIGHTS

The vendor shall provide two (2) each Whelen series 71110 Strobe/LED position lights and one (1) each HDAF series power supply.

Whelen series 71110 Strobe/LED position lights shall be installed on the right and left auxiliary fins with an HDAF series power supply.

Lights shall have circuit protection and an independent switch located on the pedestal Lighting /ECS control panel.

AIRFRAME CUSTOMIZATION: USB/12VDC POWER OUTLETS

- 5VDC Dual USB Charging Port - Pilot (Incl. modification to PilotMap Holder for charging an iPad/Tablet).
- 5VDC Dual USB Charging Port – Co-Pilot (Incl. modification to Pilot Map Holder for charging an iPad/Tablet).
- 5VDC Dual USB Charging Port – Rear (Incl. modification to Pilot Map Holder for charging an iPad/Tablet).

AIRFRAME CUSTOMIZATION: AFT CABIN BAGGAGE COMPARTMENT LIGHT

The vendor shall provide one (1) each Aerolite Baggage CompartOverhead panel and light assembly (or equivalent).

An Aerolite baggage compart overhead panel and light assembly(or equivalent) shall be installed above the baggage compartment area.

Operation of the baggage compartment light shall be with an independent switch located within easy reach of the baggage compartment door opening and a baggage door activated micro-switch.

The baggage compartment light shall be wired directly to the battery buss so that operation does not require main aircraft poweractivation using the aircraft battery switch. It is preferred that a thirty (30) minute time-out timer be incorporated within the circuit ifpossible.

MISSION EQUIPMENT: TRAKKABEAM TLX SEARCHLIGHT

The vendor shall provide and install a Trakkabeam TLX Searchlight (or equivalent) capable of remote selection of various light filters from within the cockpit and capable of a maximum of 22,500 Lumens.

A Trakkabeam TLX Searchlight (or equivalent) and associated hardware, wiring harnesses, connectors and controls shall be installed. Thumb screw type connectors shall be used whenever possible.

The installation of the Trakkabeam TLX searchlight (or equivalent) and its associated hardware shall not cause a decrease of the aircraft performance minimums and shall be evaluated with all mission equipment.

The Trakkabeam Searchlight shall be installed at approximate F.SStation # 361.0 using an FAA approved meeker mount P/N AFM- AM429-1 and Meeker Dove Tail Mount P/N DT-1-11.

A Trakkabeam TLX (or equivalent)hand control unit shall be provided for accessand usage from the AFT cabin area.

A mounting system shall be fabricated in the cockpit to store the Trakkabeam TLX Searchlight hand control unit. The mounting system shall permit easy access and use of the hand control unitby the occupant of the co-pilot seat and aft cabin.

Pilot and Co-pilot positions shall have full control of the Trakkabeam TLX Searchlight with the use of the Trakkabeam TLX center pedestal mounted control box.

Trakkabeam Installation shall allow the pilot full directional control of the Trakkabeam TLX through a collective mounted thumb control switch. The collective operated directional control switch shall alternate between control of the OEM retractable searchlight and the Trakkabeam TLX search light using a switch mounted on the collective control box.

Trakkabeam Installation shall allow the pilot to fully control the Trakkabeam searchlight. In addition, it shall be wired to provide the pilot with override capabilities for Trakkabeam Searchlight operations.

Trakkabeam Installation shall have provisions that will slave theTrakkabeam Searchlight to the Trakkacam Thermal/Visible light imaging camera.

There shall be a cannon plug/coupling mounted on the exterior of the aircraft, which allows the Trakkabeam TLX Searchlight to be connected to the aircraft/systems.

MISSION EQUIPMENT: L3 HARRIS WESCAM MX10

The vendor shall provide and install a Wescam MX10 Thermal/Visible light imaging camera.

The camera must have the following accessories and options:

- Thermal Imager, cooled mid-wave IR
- Electro Optic Narrow Daylight Spotter
- Laser Illuminator (Narrow Divergence) and Laser Rangefinder
- Advanced Video Tracker
- MX-GEO with Internal GPS
- Image Blending
- Search Light Interface

A Macro-Blue MB series Model 15W 15" wide cockpit video display with remote military style knob NVIS controller with Touch-screen capabilities (or similar) shall be provided and mounted within the left area of the aircraft instrument panel.

A Macro-Blue MB series Model 18W 18" wide video display with remote military style knob NVIS controller with Touch-screen capabilities (or similar) shall be provided and mounted within the rear cabin of the aircraft at eye level.

An FAA approved Meeker Aviation mount P/N AFM-NM429-1 and Dove tail mount P/N DT-1-1/DT-11 shall be provided and utilized for the purpose of mounting the system's imager to the nose of the aircraft.

A mounting system shall be installed on the left forward side of the center pedestal in order to secure and store the Wescam MX10 hand control unit. The mounting system shall permit easy access and use by the occupant of the co-pilot seat.

The Pilots PFD (Primary Flight Display) shall be capable of displaying Wescam MX10 imaging.

There shall be cannon plug/couplings mounted on the exterior of the aircraft, which will allow the MX10 to be connected and disconnected to the aircraft/systems.

Additional screens and controls need to be mounted in AFT area of the cabin.

MISSION EQUIPMENT: CHURCHILL ARS

The vendor shall provide and install a one (1) each Churchill/Shotover ARS mapping system.

The Churchill/Shotover system based upon a windows tablet will not be acceptable.

The Churchill/Shotover system will be a solid-state computer mounted in the center console so that any USB connections are accessible by the aircrew.

MISSION EQUIPMENT: PS ENGINEERING PAC45 DIGITAL AUDIO COMMUNICATION SYSTEM

The vendor shall provide and install a PS Engineering PAC45 Digital Audio Communication System (or equivalent).

The PS Engineering PAC45 Digital Audio Communication System shall be installed with all necessary wiring, connectors, and hardware. Thumb screw type connectors shall be used whenever possible.

Two (2) PS Engineering PAC45 Digital Audio Communication audio control panels shall be installed in the center pedestal for use from the Pilot and Co-pilot seat positions.

One (1) PS Engineering PAC45 Digital Audio Communication audio control panel shall be installed for use in the aft cabin at a location to be determined.

A 6-Place IntelliPax Expansion Unit for the aft cabin of the aircraft.

The Aft Cabin shall have six (6) headset connection points.

One (1) PS Engineering PAC45 Digital Audio Communication audio installation kit.

A custom face plate / bezel for each PAC45 audio control panel.

Switch assignments for the PAC45 Digital Audio Communications audio control panels must be approved by the City of Chicago's CPD Aviation Unit prior to installation and printing of the bezels.

MISSION EQUIPMENT: COBHAM ST-7000 MULTIBAND PUBLIC SERVICE RADIO

The vendor shall provide and install a Cobham ST-7000 Multiband radio.

The Cobham ST-7000 Multiband radio shall be installed in the center pedestal. The Technisonic ST-7000 Multiband radio shall be installed with all necessary mounting hardware, wiring harnesses, and required antennas. This radio shall have four (4) RT modules capable of and shall be NVIS compatible.

The radio shall be equipped with the following radio modules.

- Four (4) Motorola APX 8000 V/U/7-800 FM modules, preferred module H91TGD9PW7N

All wiring harness connectors to the Cobham ST-7000 radio shall be thumb screw type connectors.

The Cobham ST-7000 Multiband radio shall be installed with all necessary mounting hardware, wiring harnesses, and required antennas.

A Cobham ST-7000 remote slave unit shall be installed in the aft cabin area at a location to be determined later with the vendor.

Foot PTT (Push To Talk) switch installed in Co-Pilot side and rear seating area.

MISSION EQUIPMENT: CONTROLS AND SWITCHES

The aircraft intercommunications (ICS) shall be controlled via battery switch, permitting ICS operation with the battery "On" and the avionics master switch "Off".

Pilot and co-pilot Helmet/Headset communications cord plug-ins shall be wired to the overhead. Design and location shall be agreed to by the City of Chicago CPD Aviation Unit. LEMO Plug.

The remote Emergency Locator Transmitter (ELT) off/arm switch shall be installed in the center pedestal and be easily accessible to both crew members.

MISSION EQUIPMENT: PULSE LIGHTS

The vendor shall provide and install a Pulse light.

The "Traffic Option" shall be connected to the Sky tracks TAS605A Traffic Advisory System.

To support law enforcement operations, the "Traffic Option" should be selectable by use of an Eaton-style switch.

The purpose in the switched function of the "Traffic Option" is to prevent unwanted detection during certain law enforcement type of operations when concealment is critical.

MISSION EQUIPMENT: LAW ENFORCEMENT EMERGENCY EQUIPMENT

The vendor shall provide and install red and blue LED police lights or colors designated by the City of Chicago CPD Aviation Unit.

The Law Enforcement Emergency Lights will be attached to an agreed upon position on the aircraft.

The lights will be activated from an Eaton style push switch on the central panel.

The vendor shall provide and install a Power Sonix PA, Siren, Hailer system

MISSION EQUIPMENT: MICROWAVE DOWNLINK SYSTEM

The vendor shall supply and install a VISLINK Microwave Downlink system

MISSION EQUIPMENT: MISCELLANEOUS AVIONICS SPECIFICATION

The pilot, co-pilot, mid-right, and aft-center audio stations shall have full radio transmit and receive capabilities. Pilot and co-pilot stations shall have LEMO headset/helmet plug-ins, as well as cyclic actuated and foot actuated switches for transmit and receive functions.

The aft cabin shall have six (6) each headset/helmet plug-in receptacles two (2) each capable of ICS and radio transmit operation and four (4) each capable of ICS operation only.

Eight (8) each hand operated Nexus P/N TJSS-104 series ICS/Transmit switches Alpine Aerotech Ltd. Drop Cord Assembly with three (3) foot in length coiled cords will be provided with MS3476W12-10P connectors and M85049/49/52-1-12W strain relief for connection to the aircraft audio system.

The ICS system shall be switchable to allow the "Pilot" or the "Pilot and Co-pilot" to have the ability to be isolated out of the ICS loop to mute aft cabin conversations.

Remote mounted marker beacon set to display on factory EFIS.

Honeywell KRA 405B radar altimeter set to display on the factory EFIS.

Seats - Passenger Standard 6 Place Club - 18.5" Seats with 4 Point Restraint System - Quick Release Disconnects & ICS Fixed Provisions: capable of club or airline seating configuration.

OPTIONAL MISCELLANEOUS PURCHASE ITEMS: GROUND HANDLING SYSTEM

The vendor shall provide one (1) full set of Ground Handling Wheels. A set includes two (2) Rear Ground Handling Wheels and two Front Ground Handling Wheels.

The vendor shall provide one (1) each Aeronautical Accessories Gross Weight Tow Kit.

Spare Components/Parts: Starter Generators: 4.46.1 the vendor shall provide two (2) each 200-amp Starter/Generators.

– Group B Single Engine, Small Frame Law Enforcement Helicopter

Aircraft

- The helicopter needs to be able to have a maximum cruise speed of 130 kts.

- The helicopter needs to have airworthy cabin doors to be airworthy to speeds up to 90 kts if not greater when in the open position. These cabin doors must be a sliding configuration and will not require removal to accomplish airspeed requirements. This speed allows the aircraft to cover significant distance overtime and still be safe for tactical operators to be seated with their legs hanging out of the cabin in a tactical configuration.
- The helicopter needs to have a range of 330 nm.
- The helicopter needs to have to a maximum endurance of 4.0 hrs.
- The helicopter needs to have extreme maneuverability in various flight envelopes: some mission sets require the aircraft to interdict scenarios requiring forward flight from above 65 kts. to abrupt right bank angle up to at least 30 degrees while turning to stop at low altitudes.
- The helicopter must be tooled using the SAE tooling.

Capacities

- The helicopter needs to have standard seating for 1+6
- The helicopter must have a standard fuel capacity of 127 U.S. gallons
- The helicopter must have an auxiliary fuel capacity of 19 U.S. gallons
- The helicopter must have to have an interior cabin volume of 85 cubic feet
- The helicopter must have a baggage compartment volume of 16 cubic feet
- The total contiguous cabin volume must be 101 cubic feet.

Powerplant Capacities

- The helicopter must be powered by a single engine capable of producing:
 - Max Continuous
 - 761 shp / 567 kW
 - Takeoff
 - 862 shp / 643 kW
- Empty weight of the helicopter, base aircraft must be 2,700 lbs.
- The helicopter must have a maximum gross weight (internal, standard) 5,000 lbs.
- The helicopter must have a maximum gross weight (internal, optional) 5,250 lbs.
- The helicopter must have a useful load weight (internal, standard) 2,300 lbs.
- The helicopter must have a cargo hook capacity of 3,000 lbs.

Custom Modification Requirements

The aircraft shall meet all State and Federal requirements required to complete the aircraft sale, transfer of title and ownership to the City of Chicago.

All costs of the airframe, customization parts and kits as specified in section Custom Modification Requirements of this document shall be invoiced via an individual itemized invoice.

General Aircraft Upgrade Requirements

- Dual Pilot Control Provisions
- Dual Pilot Controls Equipment
- 180 amp starter generators
- Sealed Lead Acid Battery
- Forward flashing recognition light
- Rotor brake equipment
- Inlet barrier filter
- Wire strike protection system
- Blade Fold Provisions with Paravion Ladder Equipment

- High Visibility Main Rotor Blades
- Contrasting paint stripes for tail rotor blades
- Standard – Interior Trim
- Crew Headset Hangers
- Crew Assist Handles
- LED Position Lights
- LED Anti-Collision Lights

NIGHT VISION GOGGLE AUXILIARY LIGHTING

Cockpit and aft cabin lighting shall facilitate unaided night and night vision goggle operations to include cockpit lighting that is compatible with AN/AVS-9 M949 MIL-STD-3009 Pinnacle Aviator Night Vision Goggles and AN/AVS-9 (M949) White Phosphorus Night Vision Goggles. NVG cockpit/cabin lighting system shall have FAA STC approval; NVG auxiliary light provisions shall include the following:

- NVG compatible instrument lights.
- NVG compatible center pedestal lighting.
- NVG compatible avionics lighting.
- NVG compatible aft cabin overhead lighting
- The caution warning system shall be equipped with NVG compatible annunciator lights
- A dimmable collective lighted panel.
- NVG modifications to lighting will not interfere with daylight acuity of instruments and gauges nor should the NVG modifications be obvious during daytime operations (post lighting, spider lighting, filtering that is obvious, etc.).

AIRCRAFT PAINT SPECIFICATIONS

A custom multi-colored exterior paint scheme shall be applied to City of Chicago specifications. The City of Chicago will provide the color codes and layout to be configured to City of Chicago Police Department.

AIRFRAME CUSTOMIZATION: AIR CONDITIONER

An Air Comm Corporation Dual Evaporator Air Conditioner (or equivalent) system shall be purchased and installed by the vendor.

Air conditioner controls shall be installed and located in the cockpit center pedestal.

AIRFRAME CUSTOMIZATION: BLEED AIR HEATER

Bleed air heater provisions.

Bleed air heater needs to within chin bubble for defrost capabilities.

AIRFRAME CUSTOMIZATION: INLET BARRIER FILTRATION KITS

The aircraft shall have a manufactures Inlet Barrier Filter Kit and Bypass kit installed.

AIRFRAME CUSTOMIZATION: MISCELLANEOUS

All cockpit, cabin, and baggage compartment doors shall be provided with common locks (keyed alike.)

Artex C406-NHM ELT Provisions & Artex C406-NHM ELT -w- PGM Adaptor

Autopilot - 2-Axis AFCS & Autopilot - Addition of 3rd Axis

Traffic Avoidance System - GTS 800 TAS (Garmin)

Radar Altimeter - GRA 55

Transponder GTX 345R

Combination LED Strobe/Position Light (2 Left/Right) Horizontal Stab (Whelen)

AIRFRAME CUSTOMIZATION: DOOR HINGES

The Pilot and Co-pilot doors shall be easily removable utilizing quick ~~release~~ pins or similar devices.

The aft cabin hinged doors shall be easily removable utilizing quick release pins or similar devices.

AIRFRAME CUSTOMIZATION: USB/12VDC POWER OUTLETS

- 5VDC Dual USB Charging Port - Pilot (Incl. a net pocket on RHS of pedestal to hold n iPad/Tablet).
- 5VDC Dual USB Charging Port – Co-Pilot
- 5VDC Dual USB Charging Port – Rear

AIRFRAME CUSTOMIZATION: GPS TRACKING SYSTEM

The vendor shall provide one (1) each Spider tracks Spider X (or equivalent) GPS tracking unit.

Spider tracks Spider GPS tracking unit shall be installed on the top of the instrument pane shroud preferably accessible from both the Pilot and Co- Pilot seat positions.

The Spider tracks Spider X GPS tracking unit shall be connected with a wiring harness which terminates with a cannon plug connected at the instrument panel shroud area.

AIRFRAME CUSTOMIZATION: FLOOR PROTECTORS

The vendor shall provide one (1) each Aeronautical Accessories Crew Floor Protector (or equivalent).

The Aeronautical Accessories Crew Floor Protector kit (or equivalent) shall be installed in the Pilot and Co-pilot crew cabin area.

AIRFRAME CUSTOMIZATION: FUEL FILLER AREA PROTECTOR KIT

The vendor shall purchase and install a Fuel Filler Area ProtectorKit.

AIRFRAME CUSTOMIZATION: HIGH VISIBILITY DOORS

The vendor shall purchase and install High Visibility Crew Door Kits without Snap Vents for the Pilot's and co-Pilot's crew door. The windows will have Light Gray tinting.

AIRFRAME CUSTOMIZATION: AFT DOORS AND REPLACEMENT WINDOWS

The vendor shall purchase and install passenger windows with the medium size slider, dark Gray color.

The tint level (Dark Gray) of the aft cabin windows shall be consistent with tinted windows throughout the aircraft

The vendor shall provide and install rubber mounted chin windows, in clear.

The vendor shall provide window lock kit (to keep sliding windows in cabin doors closed in flight).

AIRFRAME CUSTOMIZATION: BULGED SKYLIGHTS

The vendor shall purchase and install bulged skylights, dark Gray color.

AIRFRAME CUSTOMIZATION: AUTOMATIC DOOR OPENERS

The vendor shall provide one (1) each Aeronautical Accessories Crew Door Opener kit.

An Aeronautical Accessories Crew Door Actuator Kit (Automatic Door Openers) shall be installed on the pilot and co-pilot doors. **AIRFRAME CUSTOMIZATION: BAGGAGE COMPARTMENT EDGE PROTECTOR KIT & PRE-FLIGHT STEP/HANDLE KIT**

The vendor shall provide and install the Baggage Compartment Edge Protector (AA)

The vendor shall provide and install the manufactures Pre-flight Step Kit.

AIRFRAME CUSTOMIZATION: SNOW BAFFLES

The vendor shall provide and install Bell's Snow Baffle kit.

The snow Baffle shall be painted to match the aircraft.

AIRFRAME CUSTOMIZATION: PEDAL SAFETY KIT

The vendor shall purchase and install a Tail Rotor Pedal Safety Kit for the left, front passenger seat.

AIRCRAFT CUSTOMIZATION: HIGH SKID GEAR/FLOAT STEPS

The vendor shall provide and install high skid gear cross tubes.

The vendor shall provide and install a Flitestep (inside the skid), on both sides of the aircraft.

MISSION EQUIPMENT: TRAKKABEAM TLX SEARCHLIGHT

The vendor shall provide and install a Trakkabeam TLX Searchlight (or equivalent) capable of remote selection of various light filters from within the cockpit and capable of a maximum of 22,500 Lumens.

A Trakkabeam TLX Searchlight (or equivalent) and associated hardware, wiring harnesses, connectors and controls shall be installed. Thumb screw type connectors shall be used whenever possible.

The installation of the Trakkabeam TLX searchlight (or equivalent) and its associated hardware shall not cause a decrease of the aircraft performance minimums and shall be evaluated with all mission equipment.

The Trakkabeam Searchlight shall be installed with an FAA approved meeker mount and Meeker Dove Tail Mount P/N DT-1-11.

A Trakkabeam TLX (or equivalent) hand control unit shall be provided for access and usage from the AFT cabin area.

A mounting system shall be fabricated in the cockpit to store the Trakkabeam TLX Searchlight hand control unit. The mounting system shall permit easy access and use of the hand control unit by the occupant of the co-pilot seat and aft cabin.

Pilot and Co-pilot positions shall have full control of the Trakkabeam TLX Searchlight with the use of the Trakkabeam TLX center pedestal mounted control box.

Trakkabeam Installation shall allow the pilot full directional control of the Trakkabeam TLX through a collective mounted thumb control switch. The collective operated directional control switch shall alternate between control of the OEM retractable searchlight and the Trakkabeam TLX search light using a switch mounted on the collective control box.

Trakkabeam Installation shall allow the pilot to fully control the Trakkabeam searchlight. In addition, it shall be wired to provide the pilot with override capabilities for Trakkabeam Searchlight operations.

Trakkabeam Installation shall have provisions that will slave the Trakkabeam Searchlight to the **WESCAM MX-10..**

There shall be a cannon plug/coupling mounted on the exterior of the aircraft, which allows the Trakkabeam TLX Searchlight to be connected to the aircraft/systems.

MISSION EQUIPMENT: L3 HARRIS WESCAM MX10

The customer will provide and the vendor will install a Wescam MX10 Thermal/Visible light imaging camera .

The camera must have the following accessories and options:

- Thermal Imager, cooled mid-wave IR
- Electro Optic Narrow Daylight Spotter
- Laser Illuminator (Narrow Divergence) and Laser Rangefinder
- Advanced Video Tracker
- MX-GEO with Internal GPS
- Image Blending
- Search Light Interface

A Macro-Blue MB series Model 12" wide cockpit video display with Touch-screen capabilities (or similar) shall be provided and mounted within Expanded instrument panel.

A Macro-Blue MB series 12" wide video display with Touch- screen capabilities (or similar) shall be provided and mounted within the rear cabin of the aircraft at eye level.

An FAA approved Meeker Aviation Dove tail mount P/N DT-1-1/DT-11 shall be provided and utilized for the purpose of mounting the system's imager to the nose of the aircraft.

A mounting system shall be installed on the left forward side of the center pedestal in order to secure and store the Wescam MX10 hand control unit. The mounting system shall permit easy access and use by the occupant of the co-pilot seat.

The Pilots PFD (Primary Flight Display) shall be capable of displaying Wescam MX10 imaging.

There shall be cannon plug/couplings mounted on the exterior of the aircraft, which will allow the MX10 to be connected and disconnected to the aircraft/systems.

Additional screens and controls need to be mounted in AFT area of the cabin.

MISSION EQUIPMENT: CHURCHILL ARS

The vendor shall provide one (1) each Churchill/Shotover ARS 750C mapping system.

The Churchill/Shotover system based upon a windows tablet will not be acceptable.

The Churchill/Shotover system will be a solid-state computer mounted in the center console so that any USB connections are accessible by the aircrew.

MISSION EQUIPMENT: CANYON AERO TITAN DIGITAL AUDIO COMMUNICATION SYSTEM

The vendor shall provide a Canyon Aero Titan Audio Communication System

The Canyon Aero Titan Audio Communication System shall be installed with all necessary wiring, connectors, and hardware. Thumb screw type connectors shall be used whenever possible.

Two (2) Canyon Aero Titan Audio Communication audio control panels shall be installed for use for the Pilot and Co-pilot seat positions.

One (1) Canyon Aero Titan Audio Communication audio control panel shall be installed for use in the aft cabin at a location to be determined.

Switch assignments for the Canyon Aero Titan Audio Communication System audio control panels must be approved by the City of Chicago's CPD Aviation Unit prior to installation and printing of the bezels.

MISSION EQUIPMENT: COBHAM RT-7000 MULTIBAND PUBLIC SERVICE RADIO

The vendor shall provide a Cobham RT-7000 Multibandradio.

The Cobham RT-7000 Multiband radio shall be installed in the center pedestal. The Technisonic RT-7000 Multiband radio shall be installed with all necessary mounting hardware, wiring harnesses, and required antennas. This radio shall have four (4) RT modules capable of and shall be NVIS compatible.

The radio shall be equipped with the following radio modules.

- Four (4) Motorola APX 8000 V/U/7-800 FM modules, preferred module H91TGD9PW7N

All wiring harness connectors to the Cobham RT-7000 radio shall be thumb screw type connectors.

The Cobham RT-7000 Multiband radio shall be installed with all necessary mounting hardware, wiring harnesses, and required antennas.

A Cobham RT-7000 remote slave unit shall be installed in the aft cabin area at a location to be determined later with the vendor.

Foot PTT (Push To Talk) switch installed in Co-Pilot side and rear seating area.

MISSION EQUIPMENT: CONTROLS AND SWITCHES

The aircraft intercommunications (ICS) shall be controlled via battery switch, permitting ICS operation with the battery "On" and the avionics master switch "Off".

Footswitch added to Pilot side / ICS/XMIT Capability for Pilot & Co-Pilot side of cockpit with (Toggle Switch)" – Location LHS of cabin.

Pilot and co-pilot Helmet/Headset communications cord plug-ins shall be wired to the overhead. Design and location shall be agreed to by the City of Chicago CPD Aviation Unit. LEMO Plug.

The remote Emergency Locator Transmitter (ELT) off/arm switch shall be installed in the center pedestal and be easily accessible to both crew members.

MISSION EQUIPMENT: LAW ENFORCEMENT EMERGENCY EQUIPMENT

The vendor shall provide and install a blue LED police lights or colors designated by the City of Chicago CPD Aviation Unit.


The Law Enforcement Emergency Lights will be attached to anagreed upon position on the aircraft.

The Vendor shall provide and install a AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 amplifier and LSC22 Siren Control Panel

Microwave Downlink - Vislink HDX-1100 aircraft transmitter with Omni Antenna (System requires Churchill Mapping System for Control.) The RF frequency band will be one of the following; 2.0-2.5, 4.4 -5.0, or 6.425-6.525 GHz

OPTIONAL MISCELLANEOUS PURCHASE ITEMS: GROUND HANDLING SYSTEM

The vendor shall provide one (1) full set of Ground Handling Wheels.

Submitted by: 
 Date: 7/10/2023

CHICAGO POLICE

Bell 407GX_i Helicopter Program

May 2023





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1 EXECUTIVE SUMMARY

Bell understands the Chicago Police's specific mission requirements. The Bell 407GX_i is the ideal solution for Chicago Police offering the proficiency that comes with over 87 years of aviation experience and expertise in providing safe and reliable helicopters backed by the best product support team in the world. Chicago Police will benefit from Bell's long history of designing, building and supporting helicopters in a variety of configurations.

1.1 Bell 407GX_i Overview

The Bell 407GX_i, shown in Figure 1-1, delivers improved pilot awareness, higher precision navigation, enhanced engine controls and improved connectivity. The single turbine engine with dual-channel FADEC, light utility helicopter can employ either single or dual control. The aircraft design is a product improvement on the popular Bell 407 providing a superior mission capable aircraft and continues to be the most popular Bell sold. The most significant improvement is the integrated Garmin G1000H NX_i™ Flight Deck. It is five times faster, with crisper displays and faster boot up time. ADS-B is available with the optional GTX 345R Kit.



Figure 1-1. The Bell 407GX_i.

The engine was upgraded from the Rolls-Royce M250-C47B/8 to the M250-C47E/4. The high and hot performance introduced with the Bell 407GXP in 2015 has been retained, but the engine control system is now a dual channel FADEC adding three layers of redundancy. The new engine also offers a four per cent improvement in range and fuel consumption, while providing the aircraft with a cruising speed of 133 knots (246 km/h).

Safety enhancements such as the polycarbonate windshield (available as an option) and a tail rotor camera enables safe operation, in addition a robust/crashworthy fuselage, designed for survivability, provides added safety protection for both pilots and passengers, particularly in a hard landing situation.

The Bell 407GX_i incorporates a high skid-type landing gear and provides seating for two crew members in the cockpit and five passengers in the cabin area. While the Bell 407GX_i airframe has an enclosed canopy, the aircraft can operate with the crew doors removed and the cabin door opened to increase visibility and deployment capability, reducing time for mission accomplishment.

The Bell 407GX_i aircraft has excellent controllability and maneuverability under most flight conditions and the Rolls Royce powerplant provides more than enough power to manage confined areas and can easily handle loads up to maximum gross weight of 2,381 kg (5,250 lb). In addition, the aircraft's interior dimensions and wide opening cabin doors provide for ease of loading and ample room for all passengers.



1.1.1 Bell 407GX_i Benefits

Figure 1-2 lists some of the Bell 407GX_i's features and benefits.

Bell 407GX _i Features and Benefits	
Features	Benefits
Unrestricted Seating	Mitigates concerns about exceeding Flight Manual Limitations
Fully Integrated State-of-the-Art Glass Cockpit with HTAWS and Synthetic Vision	Superb situational awareness and reduced crew workload
Roll-over Bulkheads	Enhanced crew and passenger crash protection
Crash Resistant Fuel System	Improved crew and passenger safety
Power Situation Indicator	Reduced pilot workload, enhanced situational awareness and increased safety.
Autorotation Characteristics	Ability to routinely conduct full touchdown autorotations without requiring maintenance action
Blade Fold Capability	Fold or unfold in 15 minutes without the use of tools or a licensed mechanic
Tail Rotor Camera	Enhances flight crew situational awareness by providing video image to the flight crew of the area around the tailboom and tail rotor
Spacious Cabin	Cockpit separated from the passenger compartment by a structural panel
Single Hydraulic System	Excellent aircraft handling with no hydraulic assistance

Figure 1-2. Features and Benefits. *The Bell 407GX_i provides features that provide benefits to meet or exceed mission requirements.*

Unrestricted Seating: Competitor aircraft frequently have a weight limit at the copilot seat or a restriction on which passenger seats must be loaded or unloaded first to stay within the Rotorcraft Flight Manual center-of-gravity (CG) limits. The Bell 407GX_i has no restrictions on seat weights or seat loading.

Fully Integrated Glass Cockpit: The Bell 407GX_i incorporates a state-of-the-art Garmin G1000H™ Integrated Avionics Suite (Figure 1-3). This suite comes standard with a Synthetic Vision System (SVS) that uses sophisticated graphics modeling to create a 'virtual reality' forward looking attitude display of the topography, enabling the pilot to clearly visualize terrain features, waterways, airports, runways and obstacles immediately in front of the helicopter. SVS provides the pilot with an enhanced awareness of the helicopter's position relative to surrounding terrain, obstacles and traffic. Flight Path Markers, a Zero-Pitch Line and Pathways artificially superimposed on the SVS further increases the pilot's situational awareness with respect to the desired flight path.



CHICAGO POLICE

Bell 407GX_i Helicopter Program



The Bell 407GX's glass cockpit



The Primary Flight Display (PFD) graphically summarizes all critical flight information



Multi-function Display (MFD) displays engine, communication, navigation, traffic, weather



Aft video information is displayed on the MFD

Figure 1-3. Fully Integrated State-of-the-Art Glass Cockpit with HTAWS and Synthetic Vision.

The avionics suite also comes standard with Garmin's Helicopter Terrain Awareness and Warning System (HTAWS). HTAWS alerts aid the flight crew in preventing inadvertent Controlled Flight-Into-Terrain (CFIT), by visually and audibly alerting the crew with voice callouts.

The Garmin Integrated Avionics Suite continuously provides information for critical COM, NAV and engine/transmission/fuel/electrical system status. The suite also has the flexibility of displaying a moving map with user-selectable overlays, traffic information, weather information, tail rotor camera images or other video images. The avionic suite in-flight flexibility allows the flight crew to easily switch between tail rotor camera video and any auxiliary video input (PAL or NTSC format).

The Garmin Integrated Avionics Suite also provides automatic power assurance check calculations, real-time graphical weight and balance information and system fault status. Maintenance display pages allow maintenance personnel to view faults data on the ground without additional supporting equipment.



No other competitor provides a fully integrated avionics suite with this breadth of integration including incorporating Synthetic Vision and HTAWS as standard features.

Crashworthy Fuselage: The Bell 407GX_i airframe is a robust design derived from the U.S. Army OH-58D. The airframe, unlike competitor's aircraft, incorporates rollover bulkheads in the cockpit and cabin. These bulkheads provide superior protection for the crew and passengers when crashes occur.

Crash Resistant Fuel System: The Bell 407GX_i fuel cells are made from heavy, rupture resistant material. The fuel cells were drop-tested from a 50-foot height in accordance with civil certification requirements in place at the time the aircraft was certified. Some competitor's aircraft do not currently have civil certified fuel tanks.

Power Situation Indicator: A patented feature of the Bell 407GX_i G1000H™ is the Power Situation Indicator (PSI) displayed in the bottom left corner of the PFD (Figure 1-4). The PSI presents all parameters necessary to manage the power from the engine and its effect on the rotor system. The key benefit of the PSI is that it allows management of power by monitoring a single indicator, instead of the traditional three (MGT, NG, Q). This reduces pilot workload which allows the pilot to keep his head outside of the cockpit thereby increasing his situational awareness and ultimately enhancing overall safety of the flight.

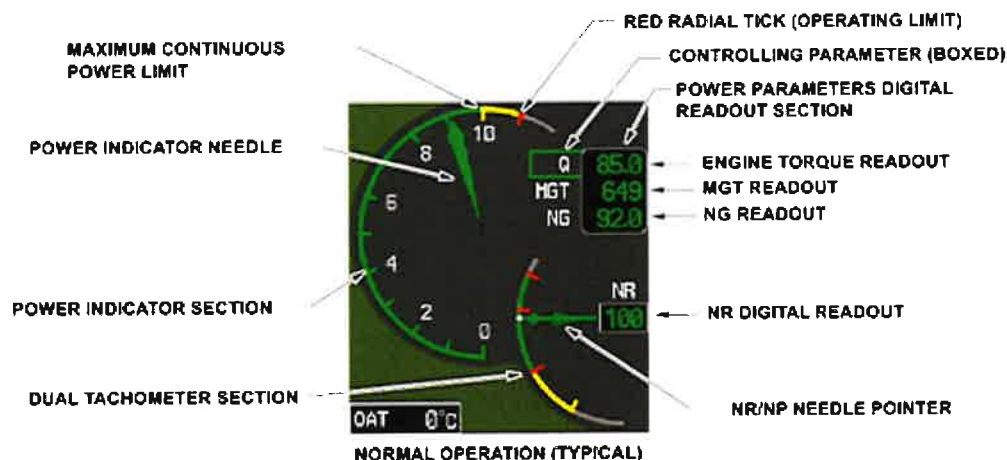


Figure 1-4. Bell 407GX_i Power Situation Indicator (PSI) Layout. Reduces Pilot Workload and Enhances Safety.

Autorotation Characteristics: The Bell 407GX_i effectively autorotates in all configurations up to the maximum gross weight of 2,381 kg (5,250 lb). No exceptional pilot skill is required. Full touchdown autorotations are routinely performed on the Bell 407GX_i at the Bell Training Academy (BTA) as part of the normal training syllabus. No additional maintenance is required after performing a normal full touchdown autorotation. Some competitor aircraft require maintenance action if a full touchdown autorotation is performed.

Tail Rotor Camera: The Bell 407GX_i is equipped with a tail rotor camera which is included as standard equipment. The tail rotor camera image is displayed on the G1000H™ Multi-Function Display (MFD). ALE missions frequently require landings and take-offs in unimproved areas. The tail rotor camera imagery increases landing safety by providing the flight crew with critical obstacle information behind the aircraft when landing in an unfamiliar area. It also enhances ground



situational awareness by making the flight crew aware of people approaching the aircraft from the rear when the aircraft is on the ground with the rotors turning.

Single Hydraulics: The hydraulic system on the Bell 407GX_i is simple and reliable. The design of the Bell 407GX_i only requires a single hydraulic system unlike some competitor aircraft that require a second hydraulic system to mitigate the failure of the primary system. The Bell 407GX_i flight controls are hydraulically power-assisted. The aircraft can be safely flown without hydraulic assistance in the unlikely event of hydraulic system failure. A single hydraulic system is lighter, cheaper and more reliable than a dual hydraulic system. That translates to less unscheduled maintenance and lower direct maintenance costs.

1.1.2 Industry Leading Situational Awareness

The Bell 407GX_i state-of-the-art cockpit (Figure 1-5) replaces traditional mechanical gyroscopic flight instruments with Garmin's highly reliable Attitude and Heading Reference System (AHRS). AHRS provides accurate, digital output and referencing of aircraft position, rate, vector and acceleration data and allows system restarts while the aircraft is moving.



Figure 1-5. Integrated Avionics Suite. *The Garmin Integrated Avionics Suite reduces pilot workload through the incorporation of all functionalities in two 10.4" displays, resulting in increased crew and passenger safety.*

Safety: The Bell 407GX_i is equipped with a variety of safety features including a FADEC (Full Authority Digital Engine Control) engine, superb autorotation, structural bulkheads, rupture resistant fuel cells, wire strike protection and jettisonable crew doors.

Dependability: The Bell 407GX_i is the latest product upgrade of the dependable Bell 407 line of helicopters with over three (3) million flight hours logged. The Bell 407GX_i has proven to be extremely reliable with minimal maintenance time.

1.1.3 Hot/High Performance

The upgraded Rolls-Royce M250-C47B/8 engine in the Bell 407GX_i provides more power at hot and high conditions. This provides for significantly more external payload at altitude or a higher hover ceiling for the same gross weight. For example, at 1,828.8 m (6,000 ft), ISA +20C the Bell 407GX_i provides 147 kg (325 lb) more payload for external load operations. With the approval of BHT-407-FMS-12, *Hot and High Operations*, fleeted Bell 407s equipped with R250-C47B/7 and RR250-C47B engines with sufficient power margins, may also take advantage of the performance increase. No additional equipment is required for installation.

Figure 1-6 shows the capability gained with the hot and high performance allows for significantly more payload at altitude. Additionally, operators flying at a given gross weight can now hover higher than before.

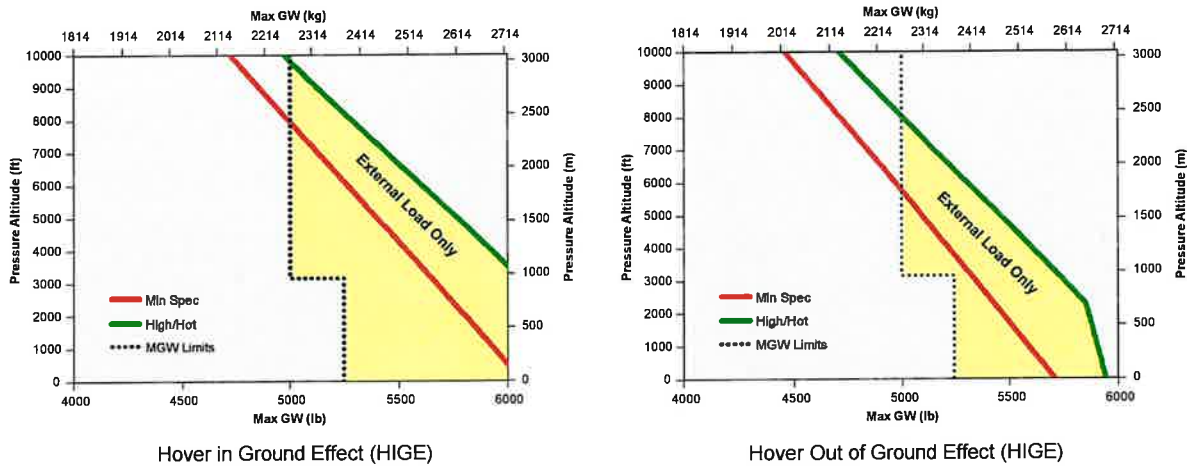


Figure 1-6. Hot/High Performance.

Simplicity: Bell partnered with Garmin to develop and certify the flight information display system for the Bell 407GX_i. The Garmin system is a seamlessly integrated avionics suite making flight information easier to scan and process and bringing a wealth of flight-critical data to the pilot’s fingertips. It presents flight instrumentation, navigation, weather, terrain, traffic and engine data on two large 10.4” inch high-resolution glass displays.

Combining the Bell 407GX_i’s reliability with industry-leading customer support will provide the Chicago Police with one of the best value helicopter solutions available in the market. The Bell 407GX_i is a low-cost commercial solution easily supported through Bell’s existing worldwide commercial channels such as its six (6) Supply Centers strategically located in Singapore, Amsterdam, Alberta and several facilities in the U.S. including Texas. The Bell 407GX_i helicopter design is a product improvement on the popular Bell 407GX providing a superior mission capable helicopter. In addition to the superior capabilities of the Garmin G1000H™ glass cockpit, the Bell 407GX_i provides additional hot/high performance capability and a 50-pound increase in useful load.

1.1.4 Redundancy

The Bell 407GX_i, certified to FAR 27 standards, includes all applicable requirements for system redundancy and reliability. The primary systems on the Bell 407GX_i are simple and reliable. The flight controls are hydraulically power-assisted, and the helicopter can be safely flown without this assistance in the unlikely event of hydraulic system failure. The helicopter is installed with a 28-volt DC battery for starting the helicopter and primary helicopter power is provided by the DC generator. In the event of a generator failure, the helicopter battery provides backup electrical power for approximately 30 minutes of operation.

1.1.5 Stability and Control

The four (4) bladed rotor system, cockpit and conventional controls, developed to provide maneuverability and stability, are superior to any other light helicopter. The control margins, coupled with the control power of the Bell 407GX_i four-bladed, hingeless, main rotor, provide a solid and predictable helicopter response. These characteristics make the Bell 407GX_i well-suited



for long hovering duration, low-altitude flights and obstacle avoidance such as trees, electrical wires and towers.

1.2 Customer Services and Support

Bell's world-class customer support organization ensures that Chicago Police benefits from an Integrated Logistics Support System that will deliver daily readiness rates acceptable to Chicago Police for the life of the program. Please refer to Section 3 for a full description of Bell's #1-rated Customer Support and Services organization and offerings. With a keen focus on customer satisfaction and impeccable service, Bell is the industry leader in Customer Support. Bell has over 350 direct points of contact to ensure the customer's aircraft are flying safely and efficiently.

Bell's central supply center in Fort Worth, Texas is located to provide domestic and global support for sales, parts distribution and aircraft services. This Bell-owned facility allows for support that is more responsive to customers for helicopter customizing, completions/deliveries, spare parts and repair/overhaul of major components. If the other supply centers do not possess the required part, Bell either removes the part from a new helicopter on the assembly line or authorizes vendors to work overtime and expedite shipping of the part. Bell in turn expedites shipping the part to the closest supply center at no additional cost to the customer. The customer only pays to expedite shipping costs from the closest supply center to the customers' location.

Bell is the proven leader in the following measured categories: response times, spares availability, cost of parts, speed of aircraft-on-ground (AOG) service, technical manuals, technical representatives and service satisfaction. Another strong indicator of Bell's commitment to its customers is the extensive and responsive support organization, which services every aircraft ever built by Bell. Bell's unmatched worldwide spares availability and warranty coverage plays a huge role in achieving excellence in customer service.

Bell's factory-supported Repair and Overhaul capabilities, combined with its globally dispersed Customer Service Facilities, provide experienced, capable response to customer issues. Bell is the only manufacturer that has trained Customer Support Representatives around the globe to help customers with technical advice and assistance. This is a service that is free to all customers.

1.3 Training

Bell is recognized around the world as the premier helicopter training organization. The Bell Training Academy (BTA), located in Fort Worth, Texas has instructed over 300,000 pilots and maintenance personnel and invested significantly in the infrastructure required to conduct initial and recurrent pilot or mechanic training. The training program will provide a full menu of options for training to Chicago Police instructor pilots and maintenance training to maintenance instructors.

Pilot training protocols include robust classroom periods, flight training device sessions and flights in dedicated training aircraft, while mechanic training involves classroom and maintenance trainer sessions. All Bell training courses are designed with the goal of safe, cost-effective operation of the aircraft. The training plan and schedule will be tailored to meet the specific requirements of Chicago Police.



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All Bell training courses are designed with the goal of safe, cost-effective operation of the aircraft. The training plan and schedule will be tailored to meet the specific requirements of the Chicago Police. Please refer to Section 4 - Training for more training information.

1.4 Aircraft Delivery Schedule

Figure 1-7 defines a notional helicopter delivery schedule based on contract award no later than 31 May 2023 and the helicopter configurations defined in Section 2 – Technical Descriptions of this proposal. All helicopters are subject to prior sale. Improvements to the Figure 1-7 delivery schedule are possible based on availability at the time of notification of contract award.

Change to the contract award date or change in aircraft configuration may result in a delay/change to the helicopter delivery schedule. Bell requests that the contract terms allow for early deliveries with prior written notification to the Chicago Police.

Delivery Schedule		
S/N	Contract Award (No Later Than (NLT))	Final Delivery
Bell 407GX _i #1	31 May 2023	September 2024
Bell 407GX _i #2	31 May 2023	October 2024

Figure 1-7. Notional Delivery Schedule.

1.5 Aftermarket Worldwide Support Network

Bell has established a worldwide network of supply centers and Customer Service Facilities to position parts closer to customer locations for quick and responsive service and coordination. Bell's policy of maintaining a complete inventory of spare parts on hand is designed to maximize spares availability for our customers. Routine spares orders are shipped out within seven days, and 92% of AOG (Aircraft on the Ground) requests are shipped within 48 hours.

Bell has manufactured and delivered over 35,000 helicopters and provides support for the commercial fleet through our supply centers, shown Figure 1-8.

- The central supply center located in Fort Worth, Texas maintains an inventory of over 60,000 line items and plays a vital role in supplying the customer with spare parts, special tools and ground support equipment.
- The Calgary Supply Center in Calgary, Canada, stocks 6,000 line items.



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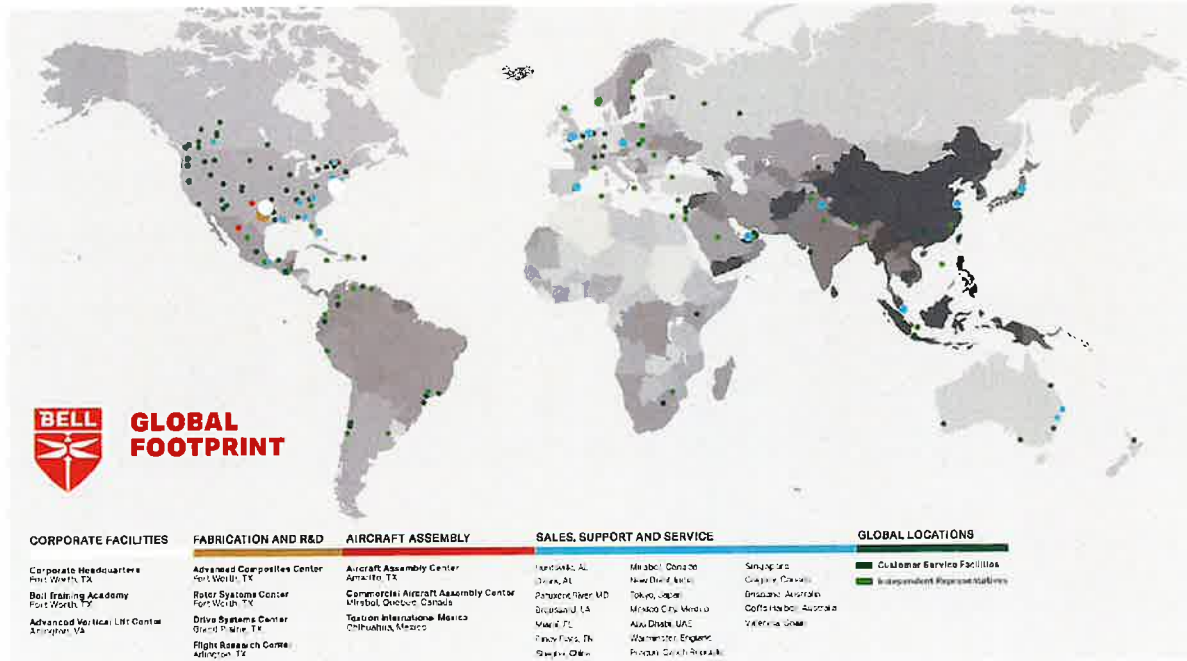


Figure 1-8. Bell's Worldwide Distribution Centers. Bell has the supply capability to support the needs of Chicago Police.

1.5.1 Regional Support

1.5.1.1 Broussard Support Facility

Bell Broussard (BLA), in Louisiana, is an ISO 9001 and AS9100 certified organization and has been granted Bell direct ship authority. It holds repair station approval from Bell, FAA and EASA. The facility is approximately 28,000 sq. ft. and is equipped with autoclaves, paint booths a metal process line and a clean room.

Products and Services: Bell Broussard's precise and unique conformity process allows customers to purchase products that fit their aircraft. Whether they purchase one vertical fin or 50, consistency is proven and closely monitored.



Services that BLA provides (Figure 1-9) include:

- Manufacturing
 - Customized Composite Panels
 - Bell Direct Ship Authority
 - Bell Build-to-Print
- Panel Overhaul
- Repair
- Additional Services
 - Piece Parts
 - Autoclave Services

Quality practices include:

- Destructive & Non-Destructive Testing
- Chemical Testing
- Process Control Inspections
- Conformity Process

Customers of BLA products and services include:

- MRO Facilities and Completion Centers
- Civil Government / Parapublic / EMS Operators
- Fleet and Individual Operators
- Parts Distributors and Brokers
- Bell Customer Service Facilities
- Bell Supply Centers and Production Line



Customized Tail Cone



Repair Services

Figure 1-9. Bell Broussard Manufacturing Services.

1.5.1.2 Calgary Supply Center

Bell's service center in Calgary, Canada (Figure 1-10) provides a trusted, cost-competitive solution for customers looking to service or upgrade their Bell aircraft. Located on the North-West side of the Calgary International Airport, the facility is part of a larger Air Freight and Logistics Center. The Calgary facility is a neighbor to global leaders in transportation and logistics such as FedEx, Purolator, and UPS.



Figure 1-10. More than 10 Million Dollars of Commercial Inventory.

- Providing spares support for Canadian Bell fleet for 43 years
- Supports nearly 500 Canadian Bells alone
- 38,00 square foot facility (3,530 m²)
- Carries more than 10 million dollars of commercial inventory
- Strategic location

The facility supports helicopter owners in Canada and beyond with OEM-trained and experienced repair technicians, on-site support for our robust warranty protection and Customer Advantage



Plan. The Calgary Supply Center supports “Aircraft-On-Ground” service for operators located in the north-western part of the United States.

Government customers the Calgary Supply Center support include:

- Department of Nation Defense (DND)
- Transport Canada
- Ministry of Natural Resources
- Government of Quebec
- National Research Council of Canada
- Nova Scotia Natural Resources

The Calgary Supply Center also indirectly supports several worldwide governments through the conduct of heavy maintenance conducted at our Bell Customer Support Facilities (CSF) located in Canada, such as Eagle Copters Maintenance Ltd. and Alpine Aerotech.

Some of the “in-service” support services provided out of the Calgary facility include blade repair, composite panels repair, and aeronautical components repair. Aeronautical Accessories aftermarket kits and parts can also be purchased through the Calgary facility. In 1996 Bell Calgary became the service support organization for the Canadian Department of National Defense’s 100 CH 146 Griffon helicopters. To this day, the Calgary Supply Center continues to manage the spares support and the repair and overhaul needs of the CH-146 fleet within the current Optimized Weapon System Support (OWSS) contract. Bell Calgary will continue this legacy of support to the government of Canada supporting the STARS Bell 429 and 412EPI fleet with support supplies and services to attain a high operational readiness rate of the fleet.

1.5.1.3 Miami Service Center

Bell’s new Miami Service Center is located at Fort Lauderdale International Airport (FLL) and (Figure 1-11) is the premiere choice for customers looking to service or upgrade their aircraft with a trusted, cost-competitive solution. The Miami facility provides services for Federal, State and local Parapublic agencies, as well as HEMS, Oil & Gas and Corporate customers. Bell Miami is capable of affecting the smallest avionics upgrade to a complete aircraft rebuild. The Miami team recently moved into a new, state-of-the-art facility at the Fort Lauderdale International Airport which offers better customer amenities and more space for aircraft maintenance.



Figure 1-11. Bell Miami Service Center.

- 98% on-time completions
- Comprehensive services 24/7/365
- Robust inventory of spares to support every Bell model
- Average an availability of 3,800 parts on-site
-
- Combined 632,000 hours of technician repair experience

Bell Miami supports more than 42 countries across the globe including southeast United States, Caribbean, Central and South America and beyond. The Miami location offers mobile



maintenance support, providing quick and convenient service to operators. Additionally, on-site support for Bell's robust warranty protection as well as Customer Advantage Plans is available. Some of technical capabilities include:

- Approved Field Maintenance for models; Bell 206A, 206B, 206L, 212, 230, 407, 412, 427, 429 and 430
- FAA Part 145 Repair Station Inspection / Repair Capabilities for Bells 206, 212, 222, 230, 407, 412, 427, 429 and 430; Airbus Models AS350, AS355, EC120, EC130, EC135 and EC155; Agusta A109 Series; MD Helicopters Models 369, 500N and 600N Series
- FAA Part 145 Power Plant Inspection and Repair Station Capabilities for Rolls Royce Models 250-C20, 250-C20R, 250-C28, 250-C30, 250-C40 and 250-C47 Series; Pratt & Whitney Models PT6, PT6T Series, PW206 and PW207 Series; Turbomecca Models Arriel and Arrius Series
- Bahamian Civil Aviation Approval Based on FAA Part 145 Capabilities



Figure 1-12. Engine Maintenance.

1.5.1.4 Ozark Service Center

Bell's service center in Ozark, Alabama is your comprehensive one-stop shop for both military and commercial customers. For customers looking to service or upgrade their Bell aircraft, this location provides a trusted, cost-competitive solution. The Ozark Service Center has completed over 550 UH-1 refurbishments and 220 Huey II conversions.

- More than 25 years of supporting helicopter operations
- On-site Defense Contract Management Agency
- Robust inventory of spares to support all Bell aircraft
- FAR 15 procurement capabilities
- ISO 9001 and AS9100C certified
- Committed to helping build future leaders in the aerospace industry through our partnership with the Alabama Aviation Center at Ozark.



Figure 1-13. Huey II.



Bell Ozark supports helicopter owners in the southeast United States and beyond. Service capabilities include:

- Aircraft Customizing
- Aircraft Refurbishment
- Maintenance, Repair & Overhaul
- Upgrades & Mods-Installation
- Paint Service
- STC & Kit Installation

The service center is fully capable to support expanded repairs, transmissions, dynamic components, and avionics. These services are also supported by Able Aerospace Services. Additionally, some technical capabilities include approved field maintenance for numerous Bell models, FAA part 145 repair station, and AS9100:2004 Rev C Certification.

1.5.1.5 Piney Flats Service Center

Bell's service center in Piney Flats, Tennessee (Figure 1-14) provides a trusted, cost-competitive solution for customers looking to service or upgrade their Bell aircraft. Renovated in 2016, the facility increased capacity and improved efficiencies. As a top completion and delivery center, we customize and deliver more than 200 aircraft per year in addition to providing maintenance, repair and overhaul services. Piney Flats is also home to the Bell brand: Aeronautical Accessories - an industry leader that houses and distributes parts for Bell, Sikorsky, Airbus, Robinson, Leonardo and MD Helicopters.



Figure 1-14. Bell Piney Flats Service Center.

- More than 40 years of supporting helicopter operations
- 150,000 square foot facility
- 98% on-time completions
- Comprehensive services 24/7/365
- 41-acre adjacent airfield

The facility supports helicopter owners in the southeast United States and beyond. Customer aircraft are in good hands with Bell Piney Flats OEM-trained and experienced repair technicians. Additionally, on-site support for robust warranty protection as well as Customer Advantage Plan is available. Service capabilities include:

- Engineering Services
- Aircraft Customizing
- Aircraft Refurbishment
- Maintenance, Repair & Overhaul
- Upgrades & Mods-Installation
- Paint Service



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- STC & Kit Installation
- Non-Destructive Test (NDT)

Component Repair and Overhaul capabilities include expanded repairs, transmissions, dynamic components, window replacement, and avionics. These services are also supported by Able Aerospace Services. The facility's technical capabilities include approved field maintenance for all Bells, FAA and EASA Part 145 repair station, and ISO 9001:2008 certification. Bell Piney Flats is exceptional in aftermarket customer support and will provide you with consistent, top quality results.

1.5.2 Additional Support Services

In support of its worldwide commercial fleet, Bell provides customer support through the Customer Service Engineer (CSE), Product Support Engineer (PSE), Customer Service Facilities (CSFs) networks and Authorized Maintenance Centers (AMC).

Customer Service Engineer (CSE): Bell has a network of regional Customer Service Engineers (CSE) who provide technical support to the customer which includes advice on trouble shooting and proper maintenance procedures. While not dedicated to a specific customer, these CSEs make periodic visits to the customer locations and are available via cell phone and email when needed. They are also available to support aircraft arrivals and reassembly in-country.

Product Support Engineer (PSE): Bell will make available over the phone and by email a team of Product Support Engineers (PSE) which can provide technical support and trouble shooting. The PSE team has specialist engineers responsible for each helicopter model and each system and can provide advice and technical support when needed.

Customer Service Facilities (CSF): and Authorized Maintenance Centers (AMC): Bell's authorized network are privately owned maintenance and logistics operators located worldwide that ensure availability of Bell authorized helicopter maintenance services to every Bell operator. These repair and maintenance facilities are staffed by Bell factory trained mechanics and technicians. They maintain a stock of genuine Bell spare parts, special tools, and technical manuals. Consequently, they are well equipped facilities to perform service, maintenance and repairs for customer aircraft.

The Bell authorized network is "Bell Approved" meaning that each has made significant investments in facilities, inventory, tooling, training and insurance creating the foundation for delivering superior levels of service quality, technical support and safety. Bell ensures that each CSF has:

- Factory trained maintenance technicians
- Guaranteed parts inventory on hand to service aircraft
- The training and expertise to process Bell warranty claims
- Insurance to cover customer aircraft while at their facility
- The latest technical and safety information on hand
- High standards of quality, professionalism and safety

With unmatched service and support, the Bell CSF network is a true differentiator in the maintenance and overhaul provider market.



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1.6 Summary

A big part of completing any mission starts with putting together the right team. At Bell, our goal is to produce aircraft that are dependable, flexible and can fit almost any need, which is why so many operators choose Bell helicopters to be part of their teams. The Bell 407GX_i is the ideal solution for offering Chicago Police the proficiency that comes with over 87 years of aviation experience and expertise in providing safe and reliable helicopters backed by the best product support team in the world. The Chicago Police will benefit from Bell's long history of designing, building and supporting helicopters in a variety of configurations.

Customer Support Representatives (CSR) are available 24 hours a day, 7 days a week, 365 days a year (via phone and e-mail). In addition, Regional Customer Service Engineers (CSE) can provide on-site assistance, when needed. The combination of the Bell 407GX_i with Bell's industry-leading customer support provides the best value light single helicopter solution available in the market.

The reliability, speed, performance and maneuverability of the Bell 407GX_i helicopter is integrated with a cabin configurable for a wide variety of missions and payloads. The Bell 407GX_i proves you don't have to sacrifice comfort for performance. Bell looks forward to working with the Chicago Police on this effort.



2 TECHNICAL DESCRIPTIONS

2.1 Basic Bell 407GX_i Configuration

The Basic Bell 407GX_i comes standard with the following:

Airframe

- Cabin; bonded aluminum honeycomb, and semi-monocoque structure with composite side panels and aft fuselage skins
- Doors (five), one hinged double door and copilot door on left side, pilot and passengers on right side, all doors are composite material
- Landing gear, tubular skid type with replaceable skid shoes
- Locks for cabin doors and luggage compartment
- Luggage compartment with composite door
- Provisions for mooring, jacking and single point lifting
- Tail boom, monocoque structure with vertical fin and fixed stabilizer
- Tail skid (tail rotor guard)
- Windows (except windshield), gray tinted plexiglass
- Three color exterior paint schemes

Integrated Avionics System with Garmin G1000H[®] NX_i Suite

- Two 10.4" high definition display units, providing Primary Flight Display (PFD) and Multi-Function Display (MFD) functionalities
- Two Integrated Avionics Units, each consisting of a 16-watt VHF communication transceiver with 8.33 kHz spacing, VHF navigation, WAAS GPS navigation, and glideslope receiver
- One audio control panel with clearance recording and Automatic Speech Recognition (ASR) capability
- One digital Air Data Computer (ADC) with Outside Air Temperature (OAT) probe
- One Air Data and Attitude Heading Reference System (ADAHRS) and magnetometer
- One mode S transponder with extended squitter, including Traffic Information Service (TIS), with ADS-B "Out" capability
- One engine and airframe interface unit
- One engine signal conditioner
- Tail rotor video camera system with capability to view approximately 25 feet in complete darkness
- Synthetic Vision System (SVS), and Helicopter Terrain Awareness and Warning System (HTAWS) features Integrated Engine Indication and Crew Alerting System (EICAS), including Power Situation Indicator (PSI) that provides an integrated display presentation of all critical engine parameters into a single indicator to present the power "margin" remaining
- Fuel flow indication with range ring display capability
- Flight Data Recording of 60 standard aircraft and engine parameters and 40 customer selectable parameters



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Electrical

- 28 volt DC system
- Battery, 17 amp-hour nickel cadmium
- External power and grounding receptacle
- Starter-generator (180 ampere)
- Solid state voltage regulator
- 28 volt outlet in cockpit
- Heated pitot tube and Static ports
- LED lighting:
 - Anticollision strobe
 - Cockpit / map
 - Instrument
 - Landing
 - Position

Interior

- 7-place interior with soundproofing, carpeting, and data case, color options available for upholstery and carpet
- 7-place shoulder harnesses, dual straps in cockpit, single strap in cabin
- Fire extinguisher, cabin
- First aid kit
- Parcel shelf (behind aft seat)
- Ram air ventilation system
- Storage area behind pilot and copilot seats

Loose Equipment (not included in empty weight)

- Garmin Pilot's Handbook
- Garmin Cockpit Reference Guide
- Covers, engine inlet and exhaust stack
- Cover pitot tube
- Flight bag
- Ground handling wheels with lift tube
- Operating manuals:
 - Rotorcraft flight manual
 - Aircraft logbook
 - Engine logbook
- Aircraft maintenance manuals are available on ePubs located at mybell.com
- Tie-down assemblies, main rotor and tail rotor

Powerplant

- Rolls-Royce Model 250-C47E/4 turboshaft engine with dual digital FADEC
- Fuel pump, engine driven
- Fuel pumps (four canister type) with two boost pumps submerged in main tank, and two transfer pumps in the forward fuel tanks



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- Crashworthy fuel system
- Oil system with sight glass
- Compressor wash provisions
- Engine mounted 10-micron oil filter
- Airframe fuel filter

Rotors and Controls

- Main rotor, soft in plane flex beam hub with four fiberglass blades
- Tail rotor; two fiberglass blades, semirigid
- Hydraulic boost system for main and tail rotor (separate pump and reservoir)
- Mechanical flight control linkages throughout
- Airspeed Activated Pedal Stop (AAPS) with built in test function, electrical override release switch, and manual override release

Transmission Drive System

- Soft mounted pylon isolation system
- Freewheeling unit (between engine and main transmission)
- Kaflex input drive shaft
- Gearbox, tail rotor, 90° reduction
- Main transmission
- Oil cooler
- Oil filter with replaceable type cartridge
- Oil pump, constant pressure

Standard Configuration Additional Kits

- Jettisonable doors (crew only)
 - Note: Jettisonable Crew Doors will be disabled with the installation of High Visibility Crew Doors.
- Auxiliary fuel tank provisions
- Dual controls
- Wire Strike Protection System
- High skid gear (including AA Flitestep®)
- Rotor brake
- 28 Amp-hour Sealed Lead Acid (SLA) battery (replaces 17 amp battery)
- High visibility main rotor blades
- Sliding windows
- Rubber Mounted Chin Bubbles
- Pulse Light

2.2 Chicago Police Configuration

The Bell 407GX_i configuration recommended for Chicago Police is provided in Figure 2-1. The final helicopter configuration can be tailored to meet the specific requirements of Chicago Police as defined during contract negotiations. Any changes to the configuration as listed may result in a change in price and delivery.



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Chicago Police Configuration
Basic Aircraft
Accessory Kits
Snow Baffles
Expanded Avionics Shelf
Artex C406-NHM ELT Provisions
Artex C406-NHM ELT with PGM Adaptor
Autopilot 2-Axis AFCS
Autopilot - Addition of 3-Axis
Traffic Avoidance System - GTS 800 TAS (Garmin)
Radar Altimeter - GRA 55
Transponder GTX 345R
Headliner with AC Ducting
Main Rotor Blade Expandable Bolts (2)
Customizing Equipment
Door Openers - Automatic - for Hi Viz Crew Doors (AA)
Door Openers - Automatic - for Cabin Doors (AA)
Door Openers - Automatic - for Baggage Door (AA)
Quick Release Pins (x5, Hi Viz Crew & Cabin Doors) (Meeker)
Bulged Skylights Kit - (LH & RH Dark Gray) (AA)
High Visibility Crew Door Kit (Light Gray) without Snap Vents (AA)
Cabin Tinted Windows (Dark Gray) (AA)
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)
Tail Rotor Pedal Safety Kit (AA)
Mission Equipment Shelf located in Baggage Compartment (AA)
Fuel Filler Protector (AA)
Inlet Barrier Filter with Access Door (AA)
Air Conditioner with Dual Forward Evaporators (AirComm)
Bleed Air Heater with Windshield & Chin Bubble Defrost (AirComm)
NVG Cockpit Lighting (REB Technologies)
Churchill ARS 750C Augmented Reality Mapping System (ATOM2) Mission Computer with Internal Dual Recording / Wi-Fi Router
Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab) (Whelen)
Cockpit/Cabin Floor Protector Kit (AA)
Baggage Compartment Edge Protector (AA)
Meeker Dovetail Set



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Chicago Police Configuration
Main Rotor Blade Folding (Paravion)
Spider Tracks - Spider X (Subscription not included) Equipment Provided Loose
TrakkaBeam TLX Searchlight - Mounted on a Meeker Universal AFT Fuselage Mount with Slaving Capability to EO/IR Sensor (Includes NVG, Amber, Red IR Filters (loose) (only one pendent)
Video Splitter
Footswitch Added to Pilot Side / ICS/XMIT Capability for Pilot & Copilot Side of Cockpit with (toggle switch)
Macro Blue 12" Monitor with Internal Controls (to be mounted in TFO station in cabin)
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal LHS
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port in Aft Cabin (position to be determined)
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal RHS
Blue LED police light located under belly (position to be determined)
Install CFE Wescam MX-10 / Included in Provisions
Keyboard P/N AK-4 will mount under the 12" monitor in the expanded Instrument Panel
Cobham Titan Audio System - Panels mounted in Center Console / Pilot & Co-Pilot / Cabin / 3 place Aft ICS / 2 Place Cabin Xmit
Flexcomm RT-7000 System Consisting of / (1) RT7000RMR-007-001-0007-0017-RT-7000 RMR, 3APX / (1) RT7000-005-001-0007-0017-RT-7--- RMR, 1APX, (1) RCDU-7000-001-002 Remote Control Display Unit / Associated Antennas
Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 Amplifier and LSC22 Siren Control Panel
Up-Charge: Exterior Paint in City of Chicago Paint Scheme
Boattail Shelf (AA)
Custom Cabin TFO Station Located in Cabin / (final design to be determined at design review)
Crew Assist Handles
Net on RHS of pedestal (iPad storage)
Window Lock (AA)
Expanded Instrument Panel (AA)
Macro Blue12" HD/NVG Monitor Mounted in Expanded Instrument Panel
Microwave Downlink - Vislink HDX-1100 aircraft transmitter with Omni Antenna (system requires Churchill Mapping System for control) The RF frequency band will be one of the following; 2.0-2.5, 4.4 - 5.0, or 6.425-6.525 GHz

Figure 2-1. Proposed Bell 407GX_i Chicago Police Configuration.



2.3 Accessory Kits

Bell proposes the following accessory kits to meet Chicago Police's mission requirements.

2.3.1 Snow Baffles

The Bell 407GX_i can be equipped with a Snow Baffle Kit. The snow baffles are reverse flow baffles which are required to permit flight in falling or blowing snow. Hovering up to 15 minutes in blowing snow conditions is also permitted.

The snow baffles reduce the quantity of heavy snow entering the engine air intakes by forcing the air to reverse its flow into the inlet. The deflectors are compatible with the basic inlet, the Particle Separator Kit or the Inlet Barrier Filter Kit. A deflector mounts on each side of the transmission cowling. Snow baffles are required for flight in falling or blowing snow for aircraft configured with a Particle Separator Kit.

2.3.2 Expanded Avionics Shelf

The wider avionics shelf, shown in Figure 2-2, provides more space for installation of avionic and other equipment control boxes in the hat rack area behind the forward-facing seats in the cabin.



Figure 2-2. Expanded Avionics Shelf.
The Expanded Avionics Shelf for the installation of additional avionics and other mission-related equipment.

2.3.3 Emergency Locator Transmitter (ELT), Provisions and Equipment

The Artex C406-NHM series Emergency Locator Transmitter (ELT), shown in Figure 2-3, is a single output ELT that incorporates latitude/longitude information from the helicopter navigation system. It is authorized under TSO-C126 and TSO-C91a standards. The three (3) emergency frequencies (121.5/243.0 and 406 MHz) utilize the same RF output, which requires only one (1) coax cable to connect to the new series of Artex single input antennas. By use of a programming adapter, the ELT can also be programmed with the aircraft's 24-bit address for fleet operators as well as other custom programming. The ELT automatically activates during a crash and transmits the standard swept tone on 121.5 and 243.0 MHz. During activation, the 406 MHz transmitter sends an encoded digital message every 50 seconds, for 520 milliseconds (long message protocol), to the COSPAS/SARSAT satellite system.



Figure 2-3. Artex C406-NHM ELT

2.3.4 Autopilot, 2-Axis Automatic Flight Control System (AFCS)

The Bell 407GX_i has a FAA/EASA certified, 2-Axis Autopilot Kit. This kit provides greater capability at a lower cost than the Cobham HeliSAS. The Bell 407GX_i Autopilot Kit (Figure 2-4) is fully integrated with the Garmin G1000H NX_i™ Flight Deck, displaying autopilot modes, hold



references, audio alerts and CAS messages. When the autopilot is engaged, the pilot may have hands-free aircraft control to perform other cockpit functions.

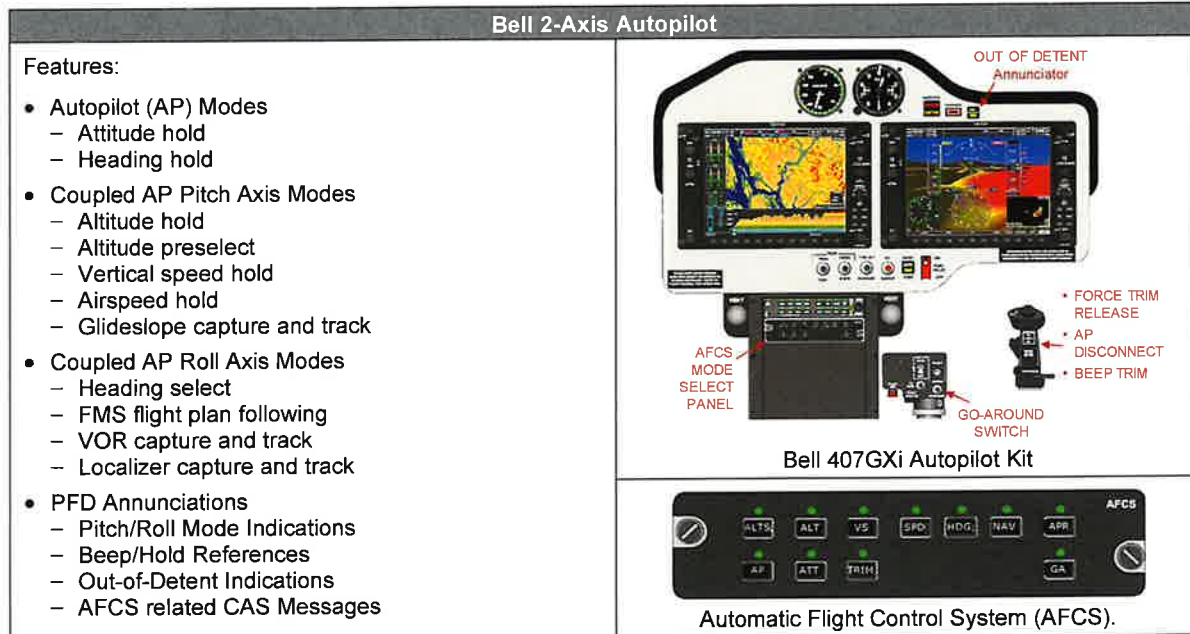


Figure 2-4. Bell 407GX_i 2-Axis AFCS.

This kit offers additional lateral and longitudinal stability in low-speed flight, cyclic force trim release and beep reference switches, pitch/roll hands-on stability augmentation; pilot initiated automatic recovery, standard autopilot modes and functionality on par with the Bell 429 AFCS.

The Bell 407GX_i autopilot Stability and Control Augmentation System (SCAS) significantly reduces pilot workload by providing precise control during all modes of flight, regardless of wind conditions or the aircraft's center of gravity.

The system also features a recovery mode, which allows the aircraft to safely exit inadvertent IMC or unusual attitudes if a pilot loses visual reference due to limited visibility conditions. Upon initiating the autopilot "Go Around" mode using the collective or mode panel switch, the Bell 407GX_i autopilot system will level the pitch and roll attitude of the aircraft. The pilot can then apply power using the collective for a wings-level climb at best climb rate airspeed (70 KIAS) to safely navigate through the appropriate emergency or go-around procedure.

2.3.5 Autopilot, 3-Axis Addition

The Bell 407GX_i 3-Axis autopilot requires the installation of the 2-Axis AFCS Kit prior to or in combination with the 3-Axis addition. Addition of the 3-Axis provides the best mix of hands-on flying and flight management. It reduces workload and improves the stability of the aircraft by damping the effects of wind gusts and turbulence. It is coupled with the Flight Management System to provide hands-off flight while navigating and executing approaches to airports. The AFCS provides the following functions:

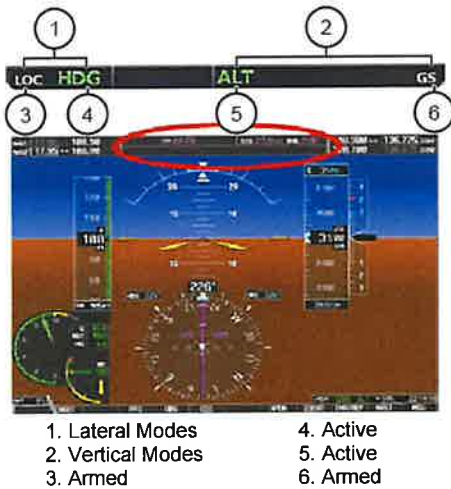
- Stability and control augmentation



- Selectable Attitude Hold function
- Outer loop coupled flight path control with mode status information reported on the AFCS panel and Primary Flight Displays
- Force Feel, Trim Control and Release functions
- Force trim beep when not in Attitude mode
- Fault detection and isolation to provide graceful degradation of functions
- Fault and abnormal condition reporting to ground support equipment through the maintenance port

AFCS controls are available to both pilots and the selected modes are displayed on the Primary Flight Display. There is no need to look head down to determine the autopilot modes, improving situational awareness and flight safety.

Selected modes for the AFCS are displayed on the PFD as shown in Figure 2-5. Force Trim Release, Decouple and Beep Trim are located on both cyclic sticks. Yaw Trim and go-around switches are on the RH collective switch box. Yaw Trim and Go-Around (GA) switches are not expected to be operated by the left hand (LH) pilot but are accessible to the instructor. There is a GA switch on the AFCS panel so the instructor can activate a go-around without touching the collective. The Automatic Flight Control System (AFCS) control panel is centrally located as shown in Figure 2-6.



- | | |
|-------------------|-----------|
| 1. Lateral Modes | 4. Active |
| 2. Vertical Modes | 5. Active |
| 3. Armed | 6. Armed |

Figure 2-5. PFD Annunciations.
Autopilot annunciations allow heads-up navigation for both pilots.



Figure 2-6. Autopilot Control Panel and Grip Controls.
The AFCS controls are accessible to both pilots.



Cyclic Stick: Each crew member has an identical cyclic stick. The switches shown in Figure 2-7 are on both the instructor (pilot) and student (copilot) cyclic. The Force Trim release switch momentarily releases the trim actuator clutches when pressed. It synchronizes the attitude references if in Attitude mode. It also synchronizes the airspeed, vertical speed, or altitude reference, as applicable, when coupled. The momentary four-way cyclic Attitude Trim Beep Switch slews the pitch and roll attitude reference when in Attitude mode. It is also used to change the Vertical Speed (VS) or Airspeed (SPD) reference value when coupled and drives the pitch or roll actuator at a fixed rate if the Attitude mode is off. The momentary AFCS Decouple switch turns off the autopilot and the force trim system when pressed.



Figure 2-7. Cyclic and Collective Stick.
Both crew stations have access to basic cyclic and collective flight controls.

Collective Control: The right hand (RH) collective head has full AFCS functionality. A full collective control head is not installed on the left side, as it would impede ingress/egress. The right-side collective (Figure 2-8) has the following functions:

- Yaw Trim
- Engine Start
- GA/SCAS Disengage
- GA Switch – operates the same as the GA switch on the AFCS control panel on the center console
- Landing Light Switch
- Searchlight Control



Figure 2-8. 3-Axis AFCS Adds a Yaw Trim Capability.
Students learn yaw axis control through use of yaw trim.

The 407GX_i provides a pilot-initiated GA mode. If the pilot chooses to engage Go-Around, the FMS and AFCS meet the desired pilot-initiated GA mode by automatically engaging the autopilot, attitude and speed modes. It can execute the published missed approach procedure autonomously (hands-free) if the pilot chooses to engage the NAV button of AFCS after reaching a safe altitude during Go-Around.

The digital Automatic Flight Control System (AFCS) provides stability and control augmentation by controlling three Stability and Control Augmentation (SCAS) actuators. The SCAS provides stability during gusty winds and turbulence.

The AFCS features:

- Selectable attitude hold (Attitude)
- Force trim control (through the beep switches and trim actuators)
- Fault detection, isolation and redundancy of functions to prevent critical failures
- Fault reporting to the PFDs and the Ground Servicing Equipment (GSE) port

The autopilot functions in two modes, the autopilot basic (inner loop) and the coupled autopilot (outer loop) (Figure 2-9).



Autopilot Functions	
Basic (Inner Loop) Modes	
<ul style="list-style-type: none"> • Stability/Control Augmentation (SCAS, all speeds) • Attitude hold (all speeds) • Heading hold (> 45 knots) 	
Coupled Autopilot (Outer Loop) Modes	
<ul style="list-style-type: none"> • Go Around (GA) • Pitch: <ul style="list-style-type: none"> – Altitude hold (> 65 knots) – Altitude preselect (> 65 knots) – Vertical speed hold (> 65 knots) – Airspeed hold (> 40 knots) – Glideslope (ILS or GPS) capture and track (> 65 knots) 	<ul style="list-style-type: none"> • Roll (> 45 knots): <ul style="list-style-type: none"> – Heading select – FMS flight plan – Following – VOR, GPS and TACAN Capture and Track – ILS/Localizer – Capture and Track • Yaw: <ul style="list-style-type: none"> – Yaw axis-control augmented by Yaw Trim switch on the collective – Assists with holding a heading

Figure 2-9. Autopilot Functions.

The Mode Select Panel (MSP) is on the pedestal and accessible by both pilots. The MSP selects autopilot modes and provides autopilot annunciations. The MSP consists of eleven (11) integrated mode switches and NVIS green ‘A’ LED annunciators. Selected modes are shown on the top center position on the PFD for quick reference for the pilot, as shown in Figure 2-10.



Figure 2-10. AFCS Control Panel in Center Console. *The crew selects the modes needed for flight by using the AFCS control panel.*

2.3.6 Traffic Avoidance System - GTS 800 TAS (Garmin)

The Garmin GTS-800 TAS System (Figure 2-11) replaces the standard configuration TIS (Traffic Information System) in the G1000H NXi™ Avionics Suite. Through active interrogation of Mode S and Mode C transponders, this system provides Traffic Advisories to the pilot independent of the Air Traffic Control System. The TAS provides expanded traffic alerts through active and passive surveillance (12 nm active/estimated 50 nm passive) capabilities.



Figure 2-11. Garmin GTS-800 TAS.

The system can track up to 45 intruding aircraft equipped with Mode A or C transponders and up to 30 intruders equipped with Mode S transponders. The G1000H NXi™ System displays a maximum of 30 aircraft with the highest threat potential. The TAS System offers expanded traffic alerts, such as “Traffic! 11 o’clock! High! Two Miles!”, a selectable display range and the ability to process 1090 MHz Automatic Dependent Surveillance Broadcast (ADS-B) extended squitter (ES) from an intruder aircraft.

The GTS-800 TAS System, when paired with GTX-333R ES transponder, provides improved target bearing accuracy by correlating the active surveillance data with passive surveillance 1090 Extended Squitter ADS-B data.



TAS data is displayed and controlled on a dedicated Traffic Map page on the MFD. Additionally, TAS data can also be displayed on the MFD Nav Map page and/or the PFD inset map as a selectable overlay.

The GTS-800 TAS Kit is coupled with the Garmin GRA 55 Radar Altimeter. The following additional features are supported when valid radar altimeter data is present:

- When below 121 m (400 ft) AGL, the GTS aural annunciations are muted. This reduces pilot workload in approach and climb-out near airports where traffic alerts are often triggered by aircraft on the ground.
- Identifies ATCRBS (Air Traffic Control Radar Beacon System) transponder equipped targets on the ground and those targets will not generate traffic alerts nor will they be displayed.
- Adjusts the sensitivity of the GTS-800 to targets for the purpose of generating Traffic Alerts (TAs). For example, when radar altimeter altitude is less than 609.6 m (2,000 ft) AGL, a target will not generate a TA until it is closer in range/altitude.

2.3.7 Radar Altimeter - GRA 55

The Garmin GRA 55 Radar Altimeter (Figure 2-12) utilizes the same patented technology as Garmin's high-end GRA 5500. This state-of-the-art digital signal processing technology can intelligently process hundreds of altitude readings every second and filter out anomalies, smooth altitude tracking and crosscheck data and system integrity. These benefits combine to provide a smooth and consistent readout of your altitude Above Ground Level (AGL).



Figure 2-12. Garmin GRA 55 Radar Altimeter.

The GRA 55 is designed to work in a multitude of environments, allowing to go from rough terrain to tree canopies, sand to choppy water and know exactly how much room you have to maneuver. Gain added peace of mind knowing that the radar altimeter is operating normally thanks to advanced, comprehensive self-testing technology that continuously monitors incoming data and system integrity to help assure that the altitude provided is accurate, even in low-visibility conditions. In most installations, this self-testing technology eliminates the need for the pilot to interact with the GRA 55 in any way.

2.3.8 Transponder GTX 345R

The Garmin GTX 345R remote mounted transponder (Figure 2-13) is an Automatic Dependent Surveillance Broadcast (ADS-B) "In"/"Out" and provides a "Weather Radar" type display without having a weather radar display on the HSI or MFD.



The GTX 345R ADS-B “In” benefits include traffic and subscription-free weather. FIS-B weather products include: NEXRAD, METARs, TAFs, PIREPs, wind and temperature aloft, NOTAMs, AIRMETs and SIGMETs. It also includes XM available in North America, Worldwide weather possible with additional hardware, Multi-Panel MFD capability for pilot selectable display of two simultaneous page views on the MFD, show both Navigation Map Page and the Active Flight Plan Page and Moving Map Display on HSi. The WireAware (wire-strike avoidance technology), WireAware graphically overlays comprehensive power line location and altitude information right on the moving map page for the U.S. as well as some locations in both Canada and Mexico.



Figure 2-13. Garmin Transponder GTX 345R.

Visual approach generates a three-degree vertical path from the threshold of the runway down to pilot-selectable minimums.

The Garmin GTX 345R Transponder (ADS-B IN & OUT capability) replaces the basic ship GTX335R:

- 1090 MHz ADS-B “Out” enables aircraft to operate at any altitude, in airspace around the globe
- Combines Mode S Extended Squitter (ES) transponder and optional WAAS/GPS position source in a single unit
- Provides access to dual-link ADS-B “In” traffic and subscription-free weather on compatible displays
- Wirelessly stream weather, traffic, GPS position and backup attitude² via Connex[®] link to Garmin Pilot™ and ForeFlight Mobile apps as well as the Aera[®] 795/796 Garmin portables
- Compatible with a variety of Garmin cockpit displays - including G1000[®] and GTN™ 750/650 series - which offer transponder code entry and control

2.3.9 Headliner with AC Ducting

For aircraft configured with an air conditioner, the standard headliner is replaced with a headliner that incorporates the ducting and vents required for the circulation of conditioned air (Figure 2-14). The standard sound proofing blanket is installed with this headliner unless the corporate soundproofing option is selected.



Figure 2-14. Headliner with Air Conditioning Ducting.

2.3.10 Headliner, Standard

The Bell 407GX_i standard headliner includes a standard soundproofing roof blanket covered by molded plastic trim panels.



2.3.11 Main Rotor Blade Expandable Bolts (2)

The Bell 407GX_i customization includes installation of Expandable Blade Bolts (Figure 2-15) for use with a Blade Fold Kit. These two (2) bolts replace a standard blade bolt on opposite blades. This permits the use of optional Blade Fold Kit to reduce the required hangar size of the helicopter. The expandable blade bolt can be quickly installed or removed without the use of any tools.

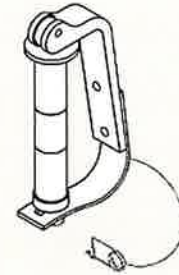


Figure 2-15. Expandable Main Rotor Blade Bolts.

2.4 Customizing Equipment

Bell proposes the following customizing equipment to meet Chicago Police's mission requirements.

2.4.1 Door Openers - Automatic - for Hi Viz Crew Doors (AA)

Automatic Door Openers (Figure 2-16) open high-visibility crew doors automatically when the door latches are released. The sturdy gas cylinders are equipped with an exclusive feature that controls the rate of opening and prevents doors from traveling past normal open positions. This helps prevent damage to the doors and airframe when sudden wind gusts or rotor wash impinges on the door. The door openers also provide easy entrance and exit for the flight crew.



Figure 2-16. Automatic Door Openers for Hi-Viz Crew Doors.

2.4.2 Door Openers - Automatic - for Cabin Doors (AA)

Automatic Door Openers open cabin doors automatically when the door latches are released. The sturdy gas cylinders are equipped with an exclusive feature that controls the rate of opening and prevents doors from traveling past normal open positions. This helps prevent damage to the doors and airframe when sudden wind gusts or rotor wash impinges on the door. The door openers also provide easy entrance and exit for passengers.

2.4.3 Door Openers - Automatic - for Baggage Door (AA)

The Automatic Baggage Door Opener opens the baggage compartment door automatically when the latches are released. The sturdy gas cylinder is equipped with an exclusive feature that controls the rate of opening and prevents doors from traveling past normal open positions. This helps prevent damage to the doors and airframe when sudden wind gusts or rotor wash impinges on the door.



2.4.4 Quick Release Pins (x5, Hi Viz Crew & Cabin Doors) (Meeker)

To allow rapid removal and installation of any non-jettisonable door on the Bell 407GX_i, Meeker Quick Release Pins (Figure 2-17) can be installed as customizing. These FAA approved; PMA manufactured quick release door pins are offered as an alternative to factory bolts. They ensure the safe, quick removal and installation of the litter door without the use of tools. The stainless steel, quick release pins meet or exceed the strength of original factory fasteners.



Figure 2-17. Meeker Quick Release Pins.

2.4.5 Bulged Skylights Kit - (LH & RH Dark Gray) (AA)

Aeronautical Accessories Bulged Skylight Kit for the Bell 407GX_i replaces the standard skylights above the head of each flight crew member. The bulged skylights provide approximately two inches of additional headroom for crew members wearing helmets equipped with night vision goggles.

2.4.6 High Visibility Crew Door Kit (Light Gray) without Snap Vents (AA)

The High Visibility Crew Doors for Bell 407GX_i helicopters are a modification to the crew doors that incorporates an expanded window providing approximately 30% larger viewing area. This enhances the flight crew field-of-view and their situational awareness. The Hi Viz crew doors also provide more shoulder room in the cockpit.



Figure 2-18. Hi Viz Crew Door with Snap Vent.

When the standard jettisonable door is modified to the high visibility configuration, the jettison feature of the standard crew door is lost. The Hi Viz crew doors are only available with a clear tint. An optional snap vent is also available as shown in Figure 2-18.

2.4.7 Cabin Tinted Windows (Dark Gray) (AA)

Aeronautical Accessories manufactures a complete line of windows for Bell helicopters which are fabricated to state-of-the-art manufacturing processes, from high-quality acrylic and are FAA/STC approved. Cabin windows are available with light or dark grey tinting.

2.4.8 Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)

Aeronautical Accessories offers a Pre-Flight Kit™, which includes four (4) Step/Handles™, two (2) Maintenance Steps™ and a Baggage Door Retention Strap. Two (2) step/handles, shown in Figure 2-19, are installed on each side of the aircraft roof just above the forward and aft edges of the cabin doors. These lightweight aluminum step/handles provide a convenient, sturdy handhold and a flat stepping surface for the right and left sides of the cabin roof. The step has a non-skid



surface, providing a safer platform for preflight and maintenance functions. Because the kit is conveniently mounted on the helicopter, possible damage to the aircraft from ladders or other step equipment is eliminated. The Step/Handles™ also protects the cabin roof from heavy stepping loads.

One (1) Maintenance Step™ Kit is installed on each side of the aircraft just aft of the cabin door. The standard configuration, shown in the middle picture of Figure 2-19, is a fixed step installation. If desired, a folding step configuration can be installed as shown in Figure 2-19. For aircraft configured with sliding cabin doors, the folding maintenance step is required.

The Pre-Flight Kit™ includes a nylon strap for the baggage compartment door. This sturdy nylon strap attaches to the forward baggage compartment bulkhead and the baggage door preventing excessive travel that could damage the door.



Figure 2-19. Pre-Flight™ Kit. Include the Step/Handle™ Kit and the Maintenance Step™ Kit.

2.4.9 Tail Rotor Pedal Safety Kit (AA)

The Tail Rotor Pedal Safety Kit (Figure 2-20) is designed to disconnect the copilot's Tail Rotor Pedals from the flight control system when the quick-change dual control sticks are removed, thus preventing passenger interference with the flight controls. Moving the Tail Rotor Pedals from the locked position to the engaged position (or reverse) is accomplished in less than five minutes once the kit has been initially installed. It can be purchased individually or as part of the Dual Control Safety Kit.



Figure 2-20. Tail Rotor Pedal Safety Kit.

2.4.10 Mission Equipment Shelf located in Baggage Compartment (AA)

For Bell 407GX_i configurations requiring the installation of additional mission equipment, Aeronautical Accessories provides a shelf in the baggage compartment as customizing. This supplemental shelf allows for the installation of additional mission-specific equipment in the baggage compartment.



2.4.11 Fuel Filler Protector (AA)

The Bell 407GX_i can be configured with a Fuel Filler Protector. The Aeronautical Accessories Fuel Filler Area Protector is designed to provide paint protection for the area surrounding the fuel cap. This polyurethane protector will reduce the risk of damage to the aircraft from the fuel nozzle and fuel cap.

2.4.12 Inlet Barrier Filter with Access Door (AA)

For superior inlet protection, the Bell 407GX_i customization installs a single forward-facing barrier filter in lieu of the inlet screen. The Inlet Barrier Filter (IBF) Kit provides clean undisturbed air to the engine and monitors the level of filtering system contamination. The Bell 407GX_i IBF utilizes the same IBF technology that was proven during operations in Iraq and Afghanistan on the Bell Model OH-58D. The IBF System provides dust, sand and dirt separation efficiencies exceeding 99%.



Figure 2-21. Inlet Barrier Filter with Access Door.

An access panel on the right side of the air inlet cowl allows maintenance personnel quick access to the filter for servicing without removal of the cowl (Figure 2-21). Engine water wash provisions are retained with the IBF. The filter does not require removal to perform the water wash.

A clean IBF installation does not exhibit the performance losses demonstrated by a particle separator installation. Pressure losses across the IBF are minimal and the system does not

require the use of engine bleed air. In the event of filter clogging, a caution message is displayed on the Crew Alerting System, allowing the crew to monitor the engine condition until the filters can be serviced. If required, the crew can electrically activate the engine air Intake Bypass doors to supply the engines with unfiltered air.

2.4.13 Air Conditioner with Dual Forward Evaporators (AirComm)

The Bell 407GX_i can be configured with a dual Evaporator Air Conditioning System as shown in Figure 2-22. AirComm produces the only field-proven air conditioning system for the Bell 407GX_i. The Evaporator Air Conditioning System is a lightweight driveshaft/belt powered (non-Freon R-134A refrigerant) vapor cycle cooling system. It provides cooled and dehumidified air to the cockpit and passenger compartments.

The system consists of an engine compartment-mounted compressor, a belly-mounted condenser unit, one evaporator unit mounted in the equipment compartment and dual evaporators mounted forward of the instrument panel. The system includes a refrigerant by-pass valve to eliminate compressor cycling. The condenser has a retractable scoop that directs air through the heat exchanger during operation. The evaporators each have electric blowers and ducting to distribute conditioned air to the aircraft interior. When the system is specified, an air distribution modified headliner with four large flow control outlets is required.



VAPOR CYCLE AIR CONDITIONER HIGH-PERFORMANCE COOLING SYSTEM

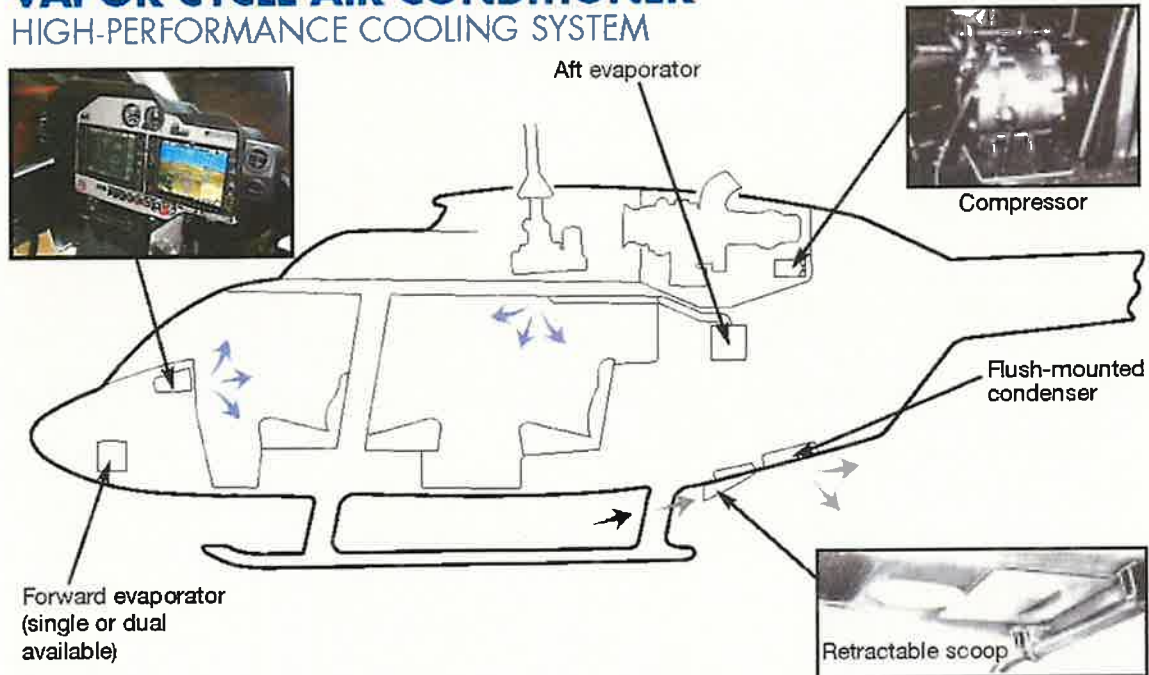


Figure 2-22. AirComm Air Conditioning System for the Bell 407GX_i. Performance proven in world's harshest conditions.

2.4.14 Bleed Air Heater with Windshield & Chin Bubble Defrost (AirComm)

The AirComm Bleed Air Heater Kit provides heated air to the cockpit, cabin and windshields. When operating, engine bleed air mixes directly with cabin air. The heated air is directed by a powerful Venturi effect which eliminates the need for electric blowers. An electric ON/OFF switch, mounted in the overhead control panel, controls the source of bleed air for the heater kit. Air temperature from the heater kit is controlled via a knob mounted on the aft portion of the cockpit center console. The system allows defog and defrost of the chin bubbles and windshields.

2.4.15 NVG Cockpit Lighting (REB Technologies)

A fully integrated (no switching required) NVIS compatible lighting system that is usable during all phases of operation, day, night and NVG. The Aero Dynamix design approach utilizes a combination of internal modifications and overlays, minimizing the use of external filtering optimizes daylight readability, while meeting or exceeding all night-time readability and NVG compatibility requirements. These modifications also cover the complete cabin and external lighting requirements.



2.4.16 Churchill ARS 750C Augmented Reality Mapping System (ATOM2) Mission Computer with Internal Dual Recording / Wi-Fi Router

The Churchill ARS-750C Augmented Reality System (Figure 2-23) is the most advanced Mission Management System available. In addition to fast display of mapping information and incorporation of satellite and synthetic imagery, ARS composites addresses, street names, parcel data and any other GIS information of interest directly on top of the live sensor video.



Figure 2-23. Churchill Navigation ARS-700C.

The ARS composited map/video image increases crew effectiveness and simplifies user workload, as all information necessary for the mission is available on a single display. This allows the operator to stay focused on the sensor target, instead of looking away for mapping and location information.

2.4.17 Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab) (Whelen)

The Whelen Strobe Anti-Collision/Position Light assembly utilizes LEDs for the forward position lights and are mounted on the left and right horizontal stabilizer. The LEDs provide a significant reduction in current draw over conventional position light bulbs. The strobe light lens assembly is radio shielded for maximum EMI/RFI protection. Direct replacement (exact footprint) for the Whelen Model A650PG/PR without replacing the current strobe power supply. The navigation light portion is wired with flying leads.

2.4.18 Cockpit/Cabin Floor Protector Kit (AA)

Aeronautical Accessories Cockpit and Cabin Floor Protectors provide low-cost, lightweight protection for carpeted or non-carpeted cabin floors. They are easy to remove for cleaning.

2.4.19 Baggage Compartment Edge Protector (AA)

The Aeronautical Accessories, Inc. Baggage Compartment Edge Protector provides protection for the outboard edge of the Bell 407GX_i baggage compartment. This formed stainless steel protector reduces the likelihood of damage to the aircraft when loading and unloading baggage compartment cargo.

2.4.20 Main Rotor Blade Folding (Paravion)

The Paravion Main Rotor Blade Folding Kit for the Bell 407GX_i permits more efficient hangar and ramp storage of the helicopter. The Paravion Kit, shown in Figure 2-24, consists of two (2) removable folding supports which attach to the nose and horizontal stabilizer of the Bell 407GX_i. The kit includes a durable nylon bag for storage and all the attaching hardware necessary for their installation. Once the attaching hardware is installed, one person is capable of installing and folding, or unfolding and removing the supports in less than 10 minutes. Two expandable blade bolts are required to support this kit.



Figure 2-24. Paravion 2-Blade Fold Kit.



2.4.21 Spider Tracks - Spider X

Spider Tracks is an innovative satellite-based tracking system, combining satellite communication and GPS technology into one simple, cost effective and portable solution. Spider Tracks is an integrated, end-to-end, software and hardware solution. Designed specifically for aviators, it enables access to usable and meaningful flight data.

2.4.22 TrakkaBeam TLX Searchlight - Mounted on a Meeker Universal AFT Fuselage Mount with Slaving Capability to EO/IR Sensor (Includes NVG, Amber, Red IR Filters (loose) (only one pendent)

The TrakkaBeam TLX Searchlight (Figure 2-25) is a fully automated multi-mission searchlight system, with an integrated pan and tilt that can be remotely positioned in both elevation and azimuth. It incorporates the only internally integrated filter wheel on the market, which enables the installation of a range of filters including infrared, visible red, amber and white light. The time to select filters remotely in less than one (1) second.



Figure 2-25. TrakkaBeam TLX Searchlight.

The TrakkaBeam TLX Searchlight accommodates most searchlight mounting brackets on the market today and provides superior searchlight capability for airborne surveillance, SAR, CSAR, Police Operations and covert security applications. TrakkaBeam's unique optical design utilizes a Xenon lamp half the size of traditional searchlights to deliver a more intense and consistent beam. The precision design of the optical elements in relation to the arc source is responsible for the effective collimation and reduction of stray light. This eliminates the black hole that typically obscures the field of view of conventional searchlights. The TrakkaBeam has no black hole and provides an even beam with energy at the edges to avoid lost targets.

2.4.23 Footswitch Added to Pilot Side / ICS/XMIT Capability for Pilot & Copilot Side of Cockpit with (toggle switch)

A footswitch can be added to the pilot side of the cockpit.

2.4.24 Macro Blue 12" Monitor with Internal Controls (to be mounted in TFO station in cabin)

Macro-Blue Tactical Cockpit Displays are engineered to optimize the output from infrared sensors, EO cameras and moving map systems. Macro-Blue displays provide the clearest image possible under all conditions, (especially under extremes) such as direct sunlight, night and NVG operations. The highest grade industrial LCD panels are used, then modified and optimized to meet or exceed the MIL-STD-3009 standard for NVIS, MIL-L-85762A contrast and luminance, MIL-C-675 Anti-Reflective Glass. No sun hoods needed.

These panels are individually tested and qualified, issued a QA certificate that documents the measurements for luminance, contrast ratio and NVIS. Macro-Blue displays are more robust than



comparable displays on the market, very power efficient, have reverse battery protection, can precisely control the amount of current to each LED, which prolongs the life of the LCD panel thus, protecting the customer's asset investment.

2.4.25 Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal LHS

The location of the 5VDC USB Plugs (charging only) mounted in the cockpit will be determined during the design review process following contract award.

2.4.26 Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port in Aft Cabin (position to be determined)

The location of the 5VDC USB Plugs (charging only) mounted in the cockpit will be determined during the design review process following contract award.

2.4.27 Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal RHS

The location of the 5VDC USB Plugs (charging only) mounted in the cockpit will be determined during the design review process following contract award.

2.4.28 Blue LED police light located under belly (position to be determined)

A blue police light may be installed on the under belly of the helicopter. The location will be determined during the design review process following contract award.

2.4.29 Install CFE Wescam MX-10 / Included in Provisions

The Bell 407GX_i customization includes a Wescam MX-10 electro-optical/infrared (EO/IR) sensor. The MX-10 sensor, shown in Figure 2-26, is ideal for low-altitude Tactical Surveillance and Target Designation Missions requiring low-weight installation flexibility.

The Wescam MX-10 turret assembly has a 304 cm (10 in) diameter and provides high stabilization with four active axes complete with internal vibration isolation. The system includes the five sensor turret assembly with 4-Axis gimbal, internal IMU and GPS, Hand Controller and Cables mounted on an AAI Quick Mount Kit aft of lower wire cutter. MX-10 turret assembly includes a Thermal Imager, Daylight HD Camera, Lowlight Camera, five (5) Megapixel Color HD Spotter, an Eyesafe Laser Rangefinder and Laser Illuminator.



L-3 Wescam MX-10D Features and Benefits	
<p>Compact Solution</p> <ul style="list-style-type: none"> • 19.5 kg (43 lb) turret • 38 cm (15 in) turret height for better ground clearance 	<p>MX-Series Commonality</p> <ul style="list-style-type: none"> • Common operator interfaces and Hand Controller Units (HCUs) • Simplified interchangeability • Efficiencies in product support and technology enhancements
<p>Multi-Sensor Imaging/Lasing Payload Options</p> <ul style="list-style-type: none"> • Currently supports up to six sensors simultaneously • Superior HD imaging resolution from Electro-Optical (EO) camera • Laser rangefinder, illuminator, designator 	<p>Enhanced Local Area Processing (ELAP)</p> <ul style="list-style-type: none"> • Real-time image enhancement for EO day, EO night & Infrared
<p>High-Performance IMU & MX-GEO S/W Suite</p> <ul style="list-style-type: none"> • IMU & MX-GEO work to create accurate target location • MX-GEO automatically aligns to the aircraft • Robust automatic image focus 	<p>Uncompromised Stabilization</p> <ul style="list-style-type: none"> • Four-axis gimbal with internal IMU • All payloads are fully stabilized



Figure 2-26. Wescam MX-10 EO/IR Sensor.

2.4.30 Keyboard P/N AK-4 will mount under the 12" monitor in the expanded Instrument Panel

With an industrial silicone rubber backlit keypad, the AK-4 series of keyboards is designed for use in rugged applications. The AK-4 resists dust and water and is perfect for use in fixed and rotary-wing aircraft. An integrated mouse pointer enhances functionality while minimizing the overall size of the keyboard. The precision slides ensure smooth retraction of the keyboard when not in use.

2.4.31 Cobham Titan Audio System - Panels mounted in Center Console / Pilot & Co-Pilot / Cabin / 3 place Aft ICS / 2 Place Cabin Xmit

Titan fulfills the requirement for an audio system that provides all of the functionality that a tactical mission requires, with a compact profile, and over 50 percent weight savings. The system builds on the success and capability of Cobham's Digital Audio Communications System. Titan builds in extensive configurability, including restricted transmission capability, configurable front panel, warning access and talk groups, reducing the need for multiple part numbers being certified on the aircraft. The system will include Bluetooth capability, enabling the crew to take telephone calls, while the system's spatially separated audio will increase their ability to distinguish conversations on different radios.



2.4.32 Flexcomm RT-7000 System Consisting of / (1) RT7000RMR-007-001-0007-0017-RT-7000 RMR, 3APX / (1) RT7000-005-001-0007-0017-RT-7-RMR, 1APX, (1) RCDU-7000-001-002 Remote Control Display Unit / Associated Antennas

Cobham's RT-7000 Panel Mount Radio (Figure 2-27) supports 29.7 to 960 MHz communication with up to three (3) embedded and individual channels, providing the equivalent of three (3) individual radios. In addition, the PMR supports up to two (2) external handheld radios. The RT-7000 PMR includes an integrated audio and radio control display. All commands are supported by either the touch screen display or the easy-to-use dual concentric front panel knobs.



Figure 2-27. Cobham's RT-7000 Panel Mount Radio.

All user control functions and operations are supported within three (3) menus selections. As a software-defined radio, the RT-7000 line is upgradable as requirements evolve. When modules become obsolete, you won't need a new radio, you'll remain current with the latest technologies through software or hardware upgrades. The RT-7000 PMR can perform P-25 digital modulation across the entire range, plus up to two additional modules can be added to cover the VHF, UHF and 700/800 MHz public safety bands, including trunking and Motorola-proprietary radio network features, enabling the user unprecedented communications interoperability. The RT-7000 PMR is flight-tunable – including P-25 frequency and NAC data. It delivers the widest frequency and modulation coverage, enhanced mission capabilities and addresses all public service communication needs, in a high-reuse, common module, integrated modular architecture (IMA). Each transceiver is designed with a single port antenna interface making installation of the PMR a breeze within all aerial platforms.

2.4.33 Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 Amplifier and LSC22 Siren Control Panel

AEM's LS600 Loudspeaker (Figure 2-28) is lighter, smaller and less expensive than comparable systems. The 600 Watt system is designed and qualified to meet many operational roles of current and future medium and larger helicopters.

The LSA400 Loudspeaker Amplifier (Figure 2-29) is a high end "Class D" amplifier. It uses the latest technology that allows for a lighter weight public address (PA) system that processes and optimizes the audio signal to get the best output using less power than its predecessor. Newer generation parts and automated electronic assembly also allows for a better price point reducing the cost to the end user. The LSA Series of amplifiers incorporates a 'smart power supply' that modifies the amplifier output to meet the output load demand.

The LSC22 Loudspeaker Controller (Figure 2-30) provides centralized control for airborne internal and external loudspeaker systems. Crystal clear pre-amplified, recorded audio, boom mic audio and radio audio can be routed to the aircraft amplifier while providing control over source and volume.



Height	10.3"
Width	13.2"
Length	12.8"
Weight	29 lb

Figure 2-28. AEM LS600 Loudspeaker.



Height	5.45"
Width	2.04"
Length	9.8"
Weight	3.7 lb

Figure 2-29. AEM LSA400 Loudspeaker Amplifier.



Height	1.11"
Width	5.77"
Length	6.32"
Weight	1.1 lb

Figure 2-30. AEM LSC22 Loudspeaker Controller.

2.4.34 Up-Charge: Exterior Paint in City of Chicago Paint Scheme

The aircraft can be custom painted to customer specifications with a three-color paint scheme. An external paint rendering will be provided to the customer for review and approval prior to starting aircraft modifications.

2.4.35 Boattail Shelf (AA)

Aeronautical Accessories, Inc. offers a Boattail Shelf Kit that installs aft of the baggage compartment floor in the aft fuselage boattail. The shelf, shown in **Error! Reference source not found.**, provides additional mounting surface for electrical and non-electrical components. Access to the shelf is through the removal of the aft cargo liner if it is installed. The shelf is designed to carry up to 29.94 kg (66 lb).

2.4.36 Custom Cabin TFO Station Located in Cabin / (final design to be determined at design review)

The Tactical Flight Officer Station proposed by Bell will be removable and designed to install on the cabin seat rails utilizing quick release floor fittings. Bell proposes to utilize the design for this in a Preliminary Design Review for a detailed exchange of information pertaining to the anticipated operational requirements, functional utilization and capabilities of specific items of mission equipment installed on the TFO in order to finalize an optimum suite of equipment on the operator station to meet the mission requirements.

2.4.37 Crew Assist Handles

The Crew Door Assist Handle is mounted on the interior of the crew door, to assist a flight crewmember to pull the door shut and fully engage the top latch.



2.4.38 Net on RHS of pedestal (iPad storage)

A net can be installed on the right-hand side (RHS) of the pedestal in order to store a iPad.

2.4.39 Window Lock (AA)

The Aeronautical Accessories Slider Window Locks allow any sliding window installed in a Bell 407GX_i to be locked from the inside. This provides added safety for your aircraft when it is parked overnight at an airport.

2.4.40 Expanded Instrument Panel (AA)

The wider avionics shelf provides more space for installation of avionic and other equipment control boxes in the hat rack area behind the forward-facing seats in the cabin.

2.4.41 Macro Blue12" HD/NVG Monitor Mounted in Expanded Instrument Panel

A Macro-Blue monitor can be installed on the expanded instrument panel.

2.4.42 Microwave Downlink - Vislink HDX-1100 aircraft transmitter with Omni Antenna (system requires Churchill Mapping System for control)

The HDX-1100 is a fully integrated, high powered microwave transmitter designed for airborne video surveillance applications. The HDX-1100 is a fully integrated, high powered microwave transmitter, based on aircraft industry standards for ruggedness, size, and weight. Highly efficient H.264/ MPEG-4 Encoding is a standard feature, and MPEG-2 Encoding is an available option to provide both capabilities.



3 QUALIFICATIONS

3.1 Bell Textron Inc.

Founded in 1935 as Bell Aircraft Corporation, Bell was the first to obtain certification for a commercial helicopter. Over our rich history, Bell has delivered more than 35,000 aircraft to our customers around the world and continues to set the pace for the industry, expanding the scope of vertical lift.

Headquartered in Fort Worth, Texas, USA, Bell has plants in Amarillo, Texas and Mirabel, Canada. We maintain key logistics supply and service centers in the United States, Europe, Canada and Singapore which enables Bell to provide every customer with products, service and support second to none.

With over 87 years of aviation experience and expertise in providing the safest and most reliable helicopters in the industry, Bell's commitment to customer satisfaction and continuing product improvements is represented in our helicopters. Ranked #1 in customer support for 24 years in a row is evidence of our unequaled dedication to keeping customer's aircraft operational and mission ready, while providing the highest part availability rates in the industry. Customer support representatives are available 24 hours a day, 7 days a week, 365 days a year.

3.2 A Textron Subsidiary

Bell is a subsidiary of Textron Inc., a multi-industry company that leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell, Textron Aviation, Jacobsen, Kautex, Lycoming, E Z GO, and Textron Systems. With revenues of \$14.2 billion, approximately 37,000 employees and with facilities and presence worldwide, Textron serves a diverse and global customer base. Textron is headquartered in Providence, Rhode Island, USA and is ranked on the Fortune 500 list of largest US companies.

3.3 References

Provided below are key references consisting of law enforcement agencies that have received similar aircraft and services.

North Caroling Department of Public Safety

- Project Description: (2) Bell 407s and (1) Bell 429. The law enforcement configured aircraft were fully completed in Piney Flats, TN. ((1) additional 407GX_i to be completed in June 2023)
- Contact info:
Chief Pilot – Matt Tribula
O. (919)319-1523
michael.tribula@ncdps.gov

Fairfax County Police Department

- Project Description: Sale of (2) Bell 429. The law enforcement configured aircraft were fully completed in Mirabel, Canada.



CHICAGO POLICE

Bell 407GX_i Helicopter Program



- Contact info:
Chief Pilot – Andrew Edgerton
O. (703)830-3105
Andrew.edgerton@fairfaxcounty.gov

Arizona Department of Public Safety

- Project Description: Sale of (3) Bell 429. The law enforcement configured aircraft were fully completed in Piney Flats, TN.
- Contact info:
Aviation Commander – Jim Kennedy
O. (602)223-2552
JKennedy@AZDPS.GOV

Maricopa County Sheriff’s Office

- Project Description: Sale of (2) Bell Aircraft 429 and 407GX_i. The law enforcement configured aircraft were fully completed in Piney Flats, TN.
- Contact info:
Chief Pilot – Deputy Kevin R. Kraayenbrink
O. (602)516-2903
K_Kraayenbrink@MCSO.maricopa.gov

3.4 Key Staff on Past Projects

Management of the helicopter programs named in Section E.3 is or was centralized at Bell’s Fort Worth facility with support from other Bell locations as required. The table below lists the names and job titles of the personnel with assigned responsibilities to the named programs.

Job Titles and Responsibilities	Individuals
<p><u>Regional Sales Manager</u> Responsible for commercial helicopter sales, aftermarket products, and customer support/solutions in assigned region. Customers include private and government operators.</p>	Greg Maitlen, Jim Fogle, Ben Lassiter
<p><u>Regional Contracts Manager</u> Responsible for drafting, evaluation, negotiation and execution of standard and non-standard purchase agreements and contracts for commercial helicopter and aftermarket sales as well as proposal preparation and submission.</p>	Jennifer White, Veronica Rojas (Sr. Manager)
<p><u>Delivery Manager</u> Responsibilities include the strategy and execution of build plans to meet the aircraft delivery schedules as set forth in the helicopter contract. Delivery Managers reporting to this</p>	Kris Long (Sr. Manager), David Hale (Delivery Manager), Casey Botts (Delivery Manager)



CHICAGO POLICE
Bell 407GX_i Helicopter Program



Job Titles and Responsibilities	Individuals
organization support the build process from the Bell Piney Flats facility where the helicopter undergoes installation and completion of all customizing equipment.	
<p><u>Sr. Business Specialist – Bell Training Academy</u> Responsible for managing proposed training content and pricing with other ad hoc Bell Training Academy duties during the business capture process.</p>	Janna Wilhoit

3.5 Summary

Several highly skilled individuals from both the Bell Fort Worth, TX office and the Bell Piney Flats facility are involved with the overall administration and completion of each helicopter once it departs our manufacturing plant in Mirabel, Quebec, Canada. Upon contract award, Bell will assign a dedicated team (as referenced in Section D – Staffing) to administer and manage the helicopter contract deliverables in order to successfully execute the HBPD program.



CHICAGO POLICE
Bell 407GX_i Helicopter Program



APPENDIX A. MBE/WBE SPECIAL CONDITIONS



CHICAGO POLICE

Bell 407GX_i Helicopter Program



A-1

Bell Textron Inc. does not qualify as an MBE/WBE or VBE business and is a Corporation. Bell Textron Inc. is the Manufacturer of Original Equipment (MOE) for Bell aircraft including the Bell 407GX_i listed in this proposal.



CHICAGO POLICE
Bell 407GX_i Helicopter Program



APPENDIX B. QUOTE/PRICING GROUND RULES AND ASSUMPTIONS



CHICAGO POLICE

Bell 407GX_i Helicopter Program



B-1

CHICAGO CITY OF POLICE DEPT
 3510 S MICHIGAN AVE
 CHICAGO, IL 60653
 United States

Quote Date: 05/25/2023
Reference #: 38107

Complete Configured Price Per Aircraft - \$ 5,944,797.50
See total Aircraft Price Below for two (2) Bell 407GX_i

Aircraft Configuration

Product Name	Quantity	Unit Net Price	Net Price
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Basic Aircraft

Bell 407GX _i Basic Aircraft	2	\$3,742,798.00	\$7,485,596.00
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Standard Factory Installed Kits

Rotor Brake	2	Included	Included
Dual Controls	2	Included	Included
28 Amps Battery	2	Included	Included
Glass Cockpit - G1000H NXi (Garmin)	2	Included	Included
M/R Blades - High Vis	2	Included	Included
Aux Fuel Tank Provisions (19 Gal)	2	Included	Included
Wire Strike Protection System	2	Included	Included
Tail Rotor Camera	2	Included	Included
High Skid Gear -w- Flitesteps	2	Included	Included
LED Lighting (Interior/Exterior)	2	Included	Included
5250 lbs Max. Gross Weight	2	Included	Included
Rubber Mounted Chin Bubbles (AA)	2	Included	Included

Kits & Customizing

Snow Baffles	2	\$7,900.00	\$15,800.00
Expanded Avionics Shelf	2	\$5,100.00	\$10,200.00
Artex C406-NHM ELT Provisions	2	\$4,400.00	\$8,800.00
Artex C406-NHM ELT -w- PGM Adaptor	2	\$20,000.00	\$40,000.00
Autopilot - 2-Axis AFCS	2	\$149,000.00	\$298,000.00
Autopilot - Addition of 3rd Axis	2	\$82,000.00	\$164,000.00
Traffic Avoidance System - GTS 800 TAS (Garmin)	2	\$53,800.00	\$107,600.00
Radar Altimeter - GRA 55	2	\$43,200.00	\$86,400.00
Transponder GTX 345R	2	\$13,000.00	\$26,000.00
Headliner -w- AC Ducting	2	\$4,800.00	\$9,600.00
Main Rotor Blade Expandable Bolts (2)	2	\$600.00	\$1,200.00
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	2	\$5,200.00	\$10,400.00
Door Openers - Automatic - for Cabin Doors (AA)	2	\$3,700.00	\$7,400.00
Door Openers - Automatic - for Baggage Door (AA)	2	\$1,000.00	\$2,000.00
Quick Release Pins (x5, Hi Viz Crew & Cabin Doors) (Meeker)	2	\$3,363.00	\$6,727.00
Bulged Skylights Kit - (LH & RH Dark Gray) (AA)	2	\$5,700.00	\$11,400.00



CHICAGO POLICE

Bell 407GX_i Helicopter Program



High Visibility Crew Door Kit (Light Gray) w/o Snap Vents (AA)	2	\$34,900.00	\$69,800.00
Cabin Tinted Windows (Dark Gray) (AA)	2	\$17,800.00	\$35,600.00
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	2	\$4,900.00	\$9,800.00
Tail Rotor Pedal Safety Kit (AA)	2	\$2,100.00	\$4,200.00
Mission Equipment Shelf located in Baggage Compartment (AA)	2	\$12,300.00	\$24,600.00
Fuel Filler Protector (AA)	2	\$400.00	\$800.00
Inlet Barrier Filter w/Access Door (AA)	2	\$47,000.00	\$94,000.00
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	2	\$112,500.00	\$225,000.00
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	2	\$41,600.00	\$83,200.00
NVG Cockpit Lighting (REB Technologies)	2	\$57,544.00	\$115,087.00
Churchill ARS 750C Augmented Reality Mapping System (ATOM2) Mission Computer -w- Internal Dual Recording / WiFi Router	2	\$161,721.00	\$323,442.00
Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab)(Whelen)	2	\$23,000.00	\$46,000.00
Cockpit/Cabin Floor Protector Kit (AA)	2	\$1,800.00	\$3,600.00
Baggage Compartment Edge Protector (AA)	2	\$1,300.00	\$2,600.00
Provisions for Wescam MX-10 Camera -w- Meeker Nose Mount / Meeker Landing Light Kit (located on mount) / Cables	2	\$148,329.00	\$296,659.00
Meeker Dovetail Set	2	\$6,800.00	\$13,600.00
Main Rotor Blade Folding (Paravion)	2	\$26,400.00	\$52,800.00
Spider Tracks - Spider X (Subscription not included) Equipment Provided loose	2	\$8,702.00	\$17,404.00
Trakkabeam TLX Searchlight - Mounted on a Meeker Universal AFT Fuselage Mount with Slaving Capability to EO/IR Sensor (Includes NVG, Amber, Red IR Filters (loose). Only One pendent	2	\$150,402.00	\$300,804.00
Video Splitter	2	\$6,049.00	\$12,098.00
Footswitch added to Pilot side / ICS/XMIT Capability for Pilot & Co-Pilot side of cockpit with (Toggle Switch)"	2	\$7,047.00	\$14,094.00
Macro Blue 12" Monitor with Internal Controls. To be mounted in TFO Station in Cabin.	2	\$46,301.00	\$92,603.00
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal LHS	2	\$4,654.00	\$9,308.00
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port in Aft Cabin (Position to be determined)	2	\$4,654.00	\$9,308.00
Dual (Type-A, 5 VDC & Type-C, 5-20 VDC) USB Port Pedestal RHS	2	\$4,654.00	\$9,308.00
Blue LED police light located under belly (Position to be determined)	2	\$8,702.00	\$17,404.00
Install CFE: Wescam MX-10. Included in Provisions	2	\$0.00	\$0.00
Keyboard P/N AK-4 will mounted under the 152" monitor in the expanded Instrument Panel. Included in Churchill Pricing	2	\$0.00	\$0.00
Cobham Titan Audio Systems: Panels mounted in Center Console / Pilot & Co-Pilot / Cabin / 3 place Aft ICS / 2 Place Cabin Xmit.	2	\$81,960.00	\$163,919.00
FlexComm RT-7000 System Consisting of / (1) RT7000RMR-007-001-0007-0017-RT-7000 RMR,	2	\$349,735.00	\$699,469.00



CHICAGO POLICE

Bell 407GX_i Helicopter Program



3APX / (1) RT7000-005-001-0007-0017-RT-7--- RMRr, 1APX, (1) RCDU-7000-001-002 Remote Control Display Unit / Associated Antennas			
Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 amplifier and LSC22 Siren Control Panel	2	\$56,047.00	\$112,095.00
Up-Charge: Exterior Paint in City of Chicago paint scheme. (see attachment A for photos)	2	\$24,114.00	\$48,227.00
Aeronautical Accessories Boattail Shelf	2	\$8,413.00	\$16,825.00
Custom Cabin TFO Station Located in Cabin / Final Design to be Determined at Design Review	2	\$53,586.00	\$107,173.00
Crew Assist Handles	2	\$1,500.00	\$3,000.00
Net on RHS of pedestal (Ipad storage)	2	\$4,182.00	\$8,363.00
Window Lock (AA)	2	\$1,200.00	\$2,400.00
Expanded Instrument Panel (AA)	2	\$31,100.00	\$62,200.00
Macro Blue12" HD/NVG Monitor Mounted in Expanded Instrument Panel	2	\$40,800.00	\$81,600.00
Microwave Downlink - Vislink HDX-1100 aircraft transmitter with Omni Antenna (System requires Churchill Mapping System for Control.) The RF frequency band will be one of the following; 2.0-2.5, 4.4 -5.0, or 6.425-6.525 GHz	2	\$119,400.00	\$238,800.00
Certification Engineering - Initial	1	\$80,685.00	\$80,685.00
Certification Engineering - Follow on AC	1	\$80,685.00	\$80,685.00
Ferry Flight to Chicago - Bell Pilot in Command	2	\$4,956.00	\$9,912.00

Training

Complimentary 407 Field Maintenance - 3 Weeks	1	\$ 0.00	\$ 0.00
Complimentary 407GX _i Integrated Avionics System Maintenance – 2 weeks	1	\$ 0.00	\$ 0.00
Complimentary 407GX _i Ground and Flight Initial	1	\$ 0.00	\$ 0.00

Acceptance Location

PINEY FLATS, TENNESSEE (USA)			
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Certification

U.S. FAA			
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Purchase Price

\$ 11,889,595.00



1.1 Pricing Ground Rules and Assumptions

1. The Pricing Terms and Conditions set forth herein are a part of this proposal and form the basis for the firm prices included in the quote above.
2. All pricing is firm, stated in United States Dollars (USD), and based on contract award from the Chicago Police no later than 31 May 2023.
3. Firm pricing is based on the assumption that mutually agreeable commercial contract terms and conditions will be negotiated between Bell and the Chicago Police.
4. Firm pricing is based on the configuration and description of the helicopter and services as outlined in this proposal. Changes to the scope of work, configuration or delivery schedule may impact the final price.
5. Firm prices assume that any taxes, duties or similar charges imposed by the United States of America or Canada shall be for the account of Bell. Any taxes (including VAT and corporate income taxes), duties or similar charges imposed by the government of the United States of America shall be for the account of the Chicago Police.
6. Firm pricing for the helicopter, standard kits and customizing equipment includes the cost for hardware and installation.
7. Firm pricing is based on the assumption that inspection and acceptance of the helicopter will take place at the Bell Facility in Piney Flats, Tennessee, by a Chicago Police inspection and acceptance team. All expenses associated with the inspection and acceptance shall be for the account of the Chicago Police. Upon Acceptance, a ferry flight with a Bell Pilot in Command will be conducted to the Customer's location.
8. Firm pricing assumes that the inspection and acceptance events will take place per the schedule included in this section. Final schedule to be negotiated prior to contract execution.
9. The standard Bell Commercial New Helicopter warranty is included in the price of the helicopter. Bell Standard Warranty applies with no changes or additions.
10. The Chicago Police is responsible for complying with the Bell Training Academy Cancellation Policy as set forth at:
<https://www.bellflight.com/support/training/payment-cancellation-policy>.
11. Technical publications for the helicopter and engines are provided via online. The technical publications are complimentary during the warranty period. Following the warranty period, a one-year subscription is available for an additional charge per type/model/series. This provides unlimited users per model during the subscription year. All technical publications will be in English language.



CHICAGO POLICE Bell 407GX_i Helicopter Program



12. The Bell 407GX_i helicopter firm pricing is based on the assumption that the helicopter will be painted in a standard paint scheme of up to three (3) colors with markings designated by the Chicago Police. The Chicago Police shall define the paint configuration and interior color within thirty (30) days after contract award.
13. Bell proposes complimentary training with the purchase of new Chicago Police Bell407GX_i helicopter. All costs associated with the training, including but not limited to airfare, lodging, transportation, meals, visas and medical expenses will be for the account of the Chicago Police. All pilot and maintenance training will be conducted in English language.
14. In the event that a Chicago Police designated training candidate fails to appear for a scheduled training class, there will be no refunds; however, Bell will attempt to reschedule the training class. The Chicago Police shall ensure that the training candidates are available for the training classes as scheduled and shall notify Bell immediately if there is a problem with meeting the scheduled class.
15. In the event that a Chicago Police designated candidate does not achieve required proficiency in a course, the candidate will receive a certificate of attendance rather than a certificate of completion.
16. All incoming Chicago Police designated pilot candidates are assumed to have passed an FAA Class III flight physical.
17. Pilot training will be conducted to FAA standards requiring pilot candidates to be fluent in reading, writing, understanding and speaking the English language; therefore pilot ground instruction and flight training will not include use of a language interpreter. All training is conducted in the English language. Students must read, write and understand the English language to a minimum 70% comprehension level.
18. All incoming maintainer candidates will have an A&P, FCC license or military training equivalent prior to arrival at the Bell Training Academy.
19. All training manuals will be provided in the English language.

INTERGOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
City of Chicago

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and (Grantee), City of Chicago with its principal office at 3510 S. Michigan 3rd FL, Chicago, Illinois, 60653 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **13-505-6039** is Grantee's correct DUNS number, that **FVGJNZXDWVV3** is Grantee's correct UEI, if applicable, that **36-6005820** is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Governmental Unit. If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$40,653,328.08**, of which **\$40,653,328.08** are federal funds, (IEMA's share, not to exceed **\$40,653,328.08**). Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is EMW-2022-SS-00025-S01, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is, September 13, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is Homeland Security Grant Program and Number is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0455.

1.4. Term. This Agreement shall be effective on September 1, 2022, and shall expire on August 31, 2025, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement

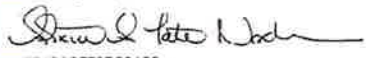
Agreement No: 22UACHICAG

are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

DocuSigned by:

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By: _____
Alicia Tate-Nadeau, Director

Date: 2/2/2023 | 12:55 PM CST

By: _____
Signature of Designee

Printed Name: _____

Printed Title: _____



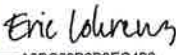
By: _____
Richard Guidice, Executive Director

Date: Dec 21, 2022

By: _____
Signature of Designee

Printed Name: _____

Printed Title: _____

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By: _____
Eric Lohrenz, Chief Legal Counsel

Date: 1/27/2023 | 1:14 PM CST

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By: _____
Karl Pound, Chief Fiscal Officer

Date: 1/27/2023 | 11:54 AM PST

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in

accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

"Grant" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs

unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or

obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is

prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost

overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and

method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations

of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal

laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and, in the format, required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months

after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and, in the format, required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost

effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30

calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. **"For-Profit" Entities.**

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) **Publicly Traded Entities.** If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance

with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not

reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. **Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable

documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or

in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between

PART ONE and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2022 Homeland Security Grant Program (HSGP). The purpose of the FFY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2022 Attachment A and approved state application.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of **\$40,653,328.08**.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of 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 Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After-Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Bob P. Evans

Title: Grant Program Manager
Contracts

Address: 2300 South Dirksen Parkway

Springfield, IL 62703

Phone: 217/557-4788

E-mail Address: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Natalie Gutierrez

Title: Deputy Director of Public Safety Grants and

Address: 3510 S. Michigan 3rd FL, Chicago,

IL, 60653

Phone: 312/745-5355

E-mail Address: Natalie.Gutierrez@cityofchicago.org

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall submit to the Grantor a quarterly claims reimbursement form and associated documentation in accordance with the schedule set out below. The Grantee shall use the quarterly form to provide reports on the HSGP programmatic and financial activities of the Grantee during each quarter and to claim reimbursement for those HSGP grant activities.

The Grantee shall submit vendor invoices, payroll records, and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. The Grantee shall also use the form to detail work completed toward each Task described in Exhibit B during that reporting period, with the specific content as detailed in section 14.3 of this Agreement.

The quarterly reporting schedule is as follows:

- Quarter 1: September 1, 2022-Sept. 30, 2022: Due Oct. 30, 2022
- Quarter 2: Oct. 1, 2022-Dec. 31, 2022: Due Jan. 30, 2023
- Quarter 3: Jan. 1, 2023-March 31, 2023: Due April 30, 2023
- Quarter 4: April 1, 2023-June 30, 2023: Due July 30, 2023
- Quarter 5: July 1, 2023-September 30, 2023: Due October 30, 2023
- Quarter 6: October 1, 2023-December 31, 2023: Due January 30, 2024
- Quarter 7: January 1, 2024-January 31, 2024: Due February 29, 2024
- Quarter 8: April 1, 2024-June 30, 2024: Due July 30, 2024
- Quarter 9: July 1, 2024-September 30, 2024: Due October 30, 2024
- Quarter 10: October 1, 2024-December 31, 2024: Due January 30, 2025
- Quarter 11: January 1, 2025-January 31, 2025: Due February 29, 2025
- Quarter 12: April 1, 2025-June 30, 2025: Due July 30, 2025
- Quarter 13: July 1, 2025-August 31, 2025: Due September 30, 2025

The Grantee must submit a final quarterly report, Attachment A Budget Details Worksheet, and Discipline Allocation Worksheet, to the Grantor within 30 days after the expiration of the Agreement, or at the completion of all projects described within this agreement.

The Grantee also must submit a final After-Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT G
SPECIFIC CONDITIONS**

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

27.01 The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:
 - A. A Nondiscrimination Policy Statement referencing:
 - i. Title VI of the Civil Rights Act of 1964
 - ii. Section 504 of the Rehabilitation Act of 1972
 - iii. Title IX of the Education Amendments Act of 1972
 - iv. Age Discrimination Act of 1975
 - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.
 - B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
 - C. Procedures for accepting and responding to discrimination complaints;
 - D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure
2. Pursuant to section 889(b)(1) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018), grantee may not use any funds under this grant award to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system as defined herein;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as defined herein.

Definitions

Covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that 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 requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. 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 FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement 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 Attachment A. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.