



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

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

Department Office of Emergency Management and Communications	Originator Name Rosemary McDonnell	Telephone 746-9369	Date 1/28/2014	Signature of Application Author
Contract Liaison Rosemary McDonnell	Email Contract Liaison rosemary.mcdonnell@cityofchicago.org	Telephone 746-9369		

List Name of NCRB Attendees/Department	
Frank Lindbloom Rosemary McDonnell Lisa Clark Robert Troy	

Request NCRB review be conducted for the product(s) and/or service(s) described herein.		
Company: BOLDplanning, Inc.		
Contact Person: Peter Hodes	Phone: 615-469-5558	Email: www.boldplanning.com

Project Description: Continuity of Operations (COOP) Planning Software Development and Maintenance

This is a request for: <input checked="" type="checkbox"/> New Contract <u>Contract Type</u> <input checked="" type="checkbox"/> Blanket Agreement Term: <u>60</u> (# of mo) <input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Amendment / Modification <u>Type of Modification</u> <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: <u>119407 (RX84015)</u> Modification Number: _____
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Department Request Approval DEPARTMENT HEAD OR DESIGNEE _____ DATE <u>2-6-2014</u> PRINT NAME <u>Gary W. Schenkel</u>	Recommended Approval MAY 27 2014 BOARD CHAIRPERSON _____ DATE _____ PRINT NAME <u>Rich Butler</u>
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(FOR NCRB USE ONLY)
Recommend Approval/Date: <u>5-27-14</u>
Return to Department/Date: _____
Rejected/Date: _____

Sg 5/27/14	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Rejected	MAY 28 2014 CHIEF PROCUREMENT OFFICER _____ DATE _____
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**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

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

Continuity of Operations Planning (COOP) is defined by FEMA (Federal Emergency Management Agency) as an internal effort within individual components of a government to ensure the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. A COOP plan is developed for concise and quickly usable plans implemented in preparation of emergency event.

In the wake of significant events including 9/11, Hurricane Katrina, the Japan Tsunami, and Super Storm Sandy, COOP has become a vital element in emergency planning. Organizations across the country at all levels including federal, state and local have begun preparing for emergencies by engaging their staff and committing the necessary time and resources for developing effective and realistic plans. The federal government has been the leader in this arena and has required all departments to produce COOP plans based on published directives and guidance from the Department of Homeland Security.

In general, a COOP tries to answer relatively simple questions about people, places, and things:

Staff Information

- Who are the key people in each Department?
- How are these people organized into teams?
- What are their individual responsibilities?
- If key staff members are unavailable, which individuals are authorized to assume management responsibilities?

Facility Information

- How many different facilities are used by each Department?
- What resources and equipment are available and necessary at each facility?
- How do Departments contact and communicate with the facility manager?
- If a certain facility were unavailable, where would staff go to resume critical operations?

Resource Information

- What vital records and systems are required for each Department to provide basic services?
- What physical equipment is necessary to perform mission essential functions?
- What communications equipment is available during emergencies?

Having this data available through the continuation of planning and following up with routine maintenance, the City of Chicago will dramatically improve its preparedness.

The combination of experienced personnel, cutting-edge internet tools and a proven implementation methodology provides the following benefits:

- COOPChicago.com streamlines the planning process, resulting in a superior product with significantly less time and effort from staff.
- The project schedule is compressed. Due to the power and efficiency of COOPChicago.com, BOLDplanning



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estimates that all COOPs for the departmental sub-groups will be completed much faster than traditional methods.

- COOPChicago.com standardizes the planning process across all departments while allowing each to plan independently of the others.

Access to the Internet is the only requirement. The system leads an organization through the steps required to complete a COOP plan as required under all current FEMA guidance.

In 2009, the Office of Emergency Management and Communications (OEMC) issued a Request for Proposal (RFP) requesting a contract for software-based solution that provided the purchase, development, implementation and maintenance of Continuity of Operations (COOP) Software. A contract was awarded from this RFP to BOLDplanning, Inc.

The current contract PO#18100, Specification #65339 was awarded for the development, implementation, training, maintenance/support services and consulting services. The initial contract term was for thirty-six (36) months with 2-1 year extension options. The contract's original term was 2/1/2009 -1/31/2012 current expiration date is January 31, 2014. The OEMC is currently awaiting the Chief Procurement Officer's consideration and approval for an additional 181 day contract extension. The OEMC is requesting a sixty (60) month contract with up to two (2) year extension options. The anticipated start date is from August 1, 2014 through July 31, 2018.

The OEMC is responsible for strategically planning with the City's first responder departments by implementing a COOP that would facilitate regular operations and resources for the City of Chicago in the event of incident or emergency. In order to effectively provide these vital services, the OEMC must ensure that a seamlessly transition is set in place for the City's personnel and equipment during an unplanned disruption which renders the OEMC facility that substantially reduces its available workforce.

A successful COOP solution helps to further define the OEMC's vital functions, develop practical continuity plans, provide a software based means of easily maintaining and updating plans, and remotely accessing these plans in the event that OEMC facilities or remote servers become inaccessible. The COOP software provides an easily activated means of notifying responsible parties of COOP activation and provides a simple means of accessing plans via the Internet. The solution requires minimal IT support, and minimal writing to produce a successful plan. Significant project management is required for both technical and implementation and operational input.

The software and project management has expanded and enabled all City Departments to develop consistent COOP Programs. A universal format and system is beneficial during wide-scale emergency, ensuring adequate planning and providing easily understood plans in a timely manner. Consistent Project Management provides "Train the Trainer" program that teaches Department staff to populate a "fill in the blanks" program with description of essential tasks and services, necessary resources, personnel and key contact information, etc.

The OEMC has the ability to alter or modify the software system and plans at will, brand the COOP program with City logos and utilizes City-specific web addresses. There is ongoing maintenance that is required to ensure compliance with National Incident Management System (NIMS) and best practices.

The OEMC services the entire Chicago metropolitan area 24/7/365 days a year. It is of great importance to provide these services to the citizens of Chicago for any incident or emergency services.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

Yes, this is a new request as noncompetitive bid. Prior to this procurement request, the OEMC and DPS issued a Request for Proposal (RFP) which resulted in selecting Boldplanning, Inc. as the vendor.

This new contract is for the maintenance/support services, training and consulting services for the COOP software solution is already in place. The RFP was for the implementation plan specifically for the City of Chicago. The implementation plan consisted of delivery of the EMplans.com software and various on-site and off-site services. The COOP software is a utilized as a citywide plan to provide assistance in the event of incident or an emergency.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

COOPChicago.com software is exclusive due to the nature and custom design for the City of Chicago. As previously stated, the initial request was issued as a competitive solicitation, Request for Proposal (RFP). Respondents were to



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develop and implement their COOP software solution; BOLDplanning's software met the City's requirements. BOLDplanning's software is proprietary and copyrighted with exclusive software deployment as citywide contract for the City of Chicago.

BOLDplanning, Inc. has not authorized or certified any other vendors to perform maintenance of the COOP software. BOLDplanning is the only vendor who can maintain their own software. .

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

Previously, the OEMC and DPS issued a competitive RFP resulting in the selection of BOLDplanning, Inc. as the vendor. It was through the RFP evaluation review process BOLDplanning was deemed the most qualified vendor for the COOP software.

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

The BOLDplanning Project Team has provided all technical services and consulting for the customization and branding of the EMplans.com system for the City of Chicago. The resulting system COOPChicago.com has been continually deployed and maintained since project initiation in 2009. This system is the backbone for the development and maintenance of COOPs for all City departments and their respective divisions.

Access to the Internet is the only requirement. The system leads an organization through the steps required to complete a Continuity of Operations Plan and all current FEMA guidance. Each required element is addressed by the system. BOLDplanning is the only vendor with thorough understanding, knowledge and experience with the ongoing deployment of the COOP software. Any upgrades to the software are exclusively monitored by BOLDplanning.

The COOP software is a citywide solution which will require ongoing maintenance, support services, training, subscription renewals and consulting services. The only vendor who can maintain their software that already is implemented throughout City.

Therefore, OEMC will be requesting the approval for ongoing basis with BOLDplanning the only economical feasible vendor.

6. Explain whether or not future competitive bidding is possible. If not, why not?

BOLDplanning's COOP software is proprietary and copyrights are not managed by any other competitor. OEMC is uncertain if any other vendor is capable of continuing to provide access to this existing and acceptable solution. BOLDplanning's services are critical to all city departments as back up support software system in the event of incident or an emergency.

Therefore, we are requesting the approval with BOLDplanning as the sole economically feasible source vendor to ensure continuation of operational planning.

ESTIMATED COST

What is the estimated cost for this requirement?

The OEMC's estimated cost for a 60 month contract is \$594,000.00.

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

\$118,981.00 is the estimated yearly spend.

3. Explain the basis for estimating the cost and what assumptions were made and/or date used (i.e. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.).

The OEMC reviewed the current contract's (PO#18100) implementation costs and recent year's maintenance fees to forecast future expenditures. The OEMC meets regularly with BOLDplanning to administer and review the latest City department's data and training expenses to gauge future costs.

Based off reviewing the contract's reports, the estimated future maintenance and upgrade cost for a sixty (60) month



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contract is \$594,000.00, yearly estimated cost of \$118,981.00. Listed below are line item costs:

- Annual subscription renewal cost is \$28,800.00;
- Tabletop Exercises cost \$18,000 per year;
- On Site Training is \$3,000 per day;
- Plan Review is \$250.00 per plan; and
- Consulting Services are \$150.00 hour.

The OEMC estimates there might be upgrades to the system over the next sixty (60) that will need to be considered in the future.

4. Explain whether the proposed Contractor or the City has 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.

In order to support the strategic goals for operational continuity, organizations across the country are adopting a COOP planning as a high priority. COOP is a basic building block for any emergency planning program that has applicability been utilized well beyond large-scale disaster events. There are many potential situations when a COOP plan would be activated without a true emergency or disaster. The City of Chicago developed a COOP Program with BOLDplanning to ensure the ability to recover and provide vital services to Chicago citizens following any major disruption.

Examples of common disruptions include:

- Facility issues that affect the workplace, such as plumbing leaks, HVAC problems, loss of power and other utilities;
- Workplace disruptions, such as relocation to new office space or the reorganization of divisional units;
- Workforce reduction issues, including high levels of absenteeism due to sickness, loss of key.

The City of Chicago has initiated a COOP project to assist all Departments with plan development and ongoing plan maintenance. This project is supported by top management within the City and a core COOP Planning Team has been assembled to support this overall effort. They have identified the following assumptions as essential for the long-term success of the project:

- COOP is maintained with a minimal allocation of time and human resources by all applicable departments.
- Many planners will have practically no experience with COOP or emergency planning. Therefore, effective guidance has been provided.
- Throughout this planning process technical support and COOP consulting will be available for all planners via telephone and the Internet.

Each functional unit within each City department must be prepared to continue providing services to City patrons. The elements of a COOP are easily identified by most organizations, and the process of developing a base plan is not difficult.

Both the City and BOLDplanning have invested not only dollars but manpower hours through training and exercises to enable the City of Chicago to be better prepared and ability to function operationally in the event of incident or emergency disaster through BOLDplanning's EMplans.com.

BOLDplanning developed EMplans.com - a comprehensive web-based tool designed to take advantage of the power of the Internet. In 2004, the Founders of BOLDplanning realized that Continuity of Operations Plans (COOPs) was vital to the well-being of all organizations, but that the tools and methodologies available at that time were inadequate. Most apparent, there were no viable planning tools that could easily lead large, complex organizations through this often daunting and long-term process. In response, BOLDplanning developed EMplans.com - a comprehensive web-based tool designed to take advantage of the power of the Internet.

Currently, over 4,000 distinct organizations (private and public entities) across the country use the EMplans.com



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system. Within this large user base, BOLDplanning specializes in the state and local government sectors, with significant experience with large and small jurisdictions, emergency management, public health and NIMS compliance.

The BOLDplanning Project Team has provided all technical services and consulting for the customization and branding of the EMplans.com system for the City of Chicago. The resulting system COOPChicago.com has been continually deployed and maintained since project initiation in 2009. This system is the backbone for the development and maintenance of COOPs for all City departments and their respective divisions

Since the conception of this project City department personnel attend training and exercise programs regular to maintain their stored records and any new enhancements issued by BOLDplanning.

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

BOLDplanning's quote is representative of the maintenance, all services and training of the existing system. BOLDplanning provided their best offer for these services to the OEMC.

The OEMC recognized the importance of a successful COOP Program and recently hired a Project Manager to assist with the City's COOP plan progress. The Project Manager is being trained as "trainer" and "facilitator". The OEMC foresees training and consulting cost reductions in future years because of the newly hired Project Manager who will assist with training and facilitating City personnel.

SCHEDULE REQUIREMENTS

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

The Compensation Schedule was developed based off the existing contract's last five (5) year usage and estimated upcoming services. The projected plan of services for the new contract is primarily for yearly renewal maintenance, support services, upgrades, training and consulting services.

This is a citywide software program and storage server which is utilized and updated regularly by participating Departments. The number of training and exercise events has been reduced from the conception of the contract. It is estimated that quarterly and bi-annual training and exercise will be conducted.

See Quote attached for estimated cost and services projected for the 60 months.

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.

Not Applicable

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

See quote attached.

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

The COOP software was initially solicited through the competitive bid process as an RFP, seeking best practices within the industry resulting with BOLDplanning as the awarded vendor.

The purpose of the software is to be able to operate as normal in the event of an incident or an emergency. COOP software retains each City department's staffing, operations and facilities.

The OEMC's goal is to prepare and train all of the City's departments in advance of an incident or an emergency event by maintain a COOP program to avoid any mass confusion or disruption of staffing, resources and/or facilities during an event.



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This software has been supported by City Commissioners and Executive Management who have encouraged their staff to participate regularly with training. They recognize the importance of devising an emergency plans in advance. Each City department has their own database plans stored. The OEMC and all City departments have invested not only monies to implement the COOP solution but staffing hours and resources.

If the City had to restore the COOP software, this delay would not only cause disruption to City personnel but more importantly affecting the response and recovery time to City patrons during an incident or an emergency.

In order for COOP planning to be an effective emergency response tool, OEMC will need to continue to maintain and upgrade as new components become available through BOLDplanning. BOLDplanning 's support is critical to the ongoing maintenance of their proprietary software.

EXCLUSIVE OR UNIQUE CAPABILITY

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.

Consulting Services is a component of the ongoing maintenance and training for COOP. Boldplanning has internal trained staffing and limited pool of subcontractor's who have been trained and assists the OEMC and City departments.

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

No, BOLDplanning is the sole and exclusive vendor.

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

No other vendor is able to maintain nor has the copyrights to the software.

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?

Not Applicable

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?

Boldplanning, Inc. software is proprietary and owns the exclusive copyrights.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

No else but BOLDplanning can maintain the software.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Yes, BOLDplanning owns the copyrights and properitary sofwaare, no one else can maintain.

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.

No other vendor is able to maintain nor has the copyrights to the software. BOLDplanning, Inc. is the only authorized vendor.



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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.

Department of Procurement Services Project Checklist

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

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

Current Date: January 29, 2014		Estimated Contract Award Date: August 1, 2014	
Department Name: OEMC		Contract Liaison: Rosemary McDonnell	Project Manager: Robert Troy
Requisition No: 84015	Specification No: 119407	Telephone: 746.9421	Telephone: 746.6362
PO No.:	Modification No:	Email: <u>Rosemary.McDonnell@cityofchicago.org</u>	Email: <u>Robert.Troy@cityofchicago.org</u>
		Contract Liaison Signature	

Project Description: Continuity of Operations Planning (COOP) Software Development and Maintenance

Funding:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTIMATED \$ DOLLAR AMOUNT
#1	UASI 2012	P0582010701	058	582705	0140	220140	12KZ3J.0140		\$594,000.00
									Total Amount: \$594,000.00

Check One:

New Contract Request **Modification or Amendment**

Purchase Order Information:

Contract Term: (No. of Years) Sixty (60) Months
Estimated Spend Value: \$594,000.00
***Grant Commitment/Expiration Date:** UASI 2012, Expiring 2014

MBE/WBE/DBE Analysis:
 Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request
 Attach MBE/WBE OR DBE Goal Setting Memo

Pre-Bid/Submittal Conference: N/A
 Yes Mandatory
 No Site Visit

Purchase Order Type:	Contract Type:	Modification/Amendment Type:
<input checked="" type="checkbox"/> Blanket/Term/DUR	<input type="checkbox"/> Architect Engineering	<input type="checkbox"/> Time Extension
<input type="checkbox"/> Master Consultant Agreement(Task Order)	<input type="checkbox"/> Commodity	<input type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Construction JOC	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Procurement Method:	<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Requisition Encumbrance Adjustment
<input type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFI	<input type="checkbox"/> Revenue Generating	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Small Order	<input type="checkbox"/> Vehicle & Heavy Equipment	
Special Approvals Required:		Vendor Info:
<input type="checkbox"/> Emergency	<input type="checkbox"/> Work Service	Name: BOLDplanning, Inc.
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	<input type="checkbox"/> Joint Procurement	Email:www.BOLDplanning.com
<input type="checkbox"/> Information Technology Governance Board (ITGB)		
<input type="checkbox"/> GSA/US Communities	<input type="checkbox"/> Reference Contract	Address: 4515 Harding Pike, Suite 325 Nashville, TN 37205
Innovative Procurement:		Contact Person: Peter Hodes
<input type="checkbox"/> Pilot Test		Phone: 615-469-5558




OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Reference No.: 14-00014

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Gary W. Schenkel, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: January 21, 2014

New Non-Competitive Contract Agreement: **BOLDplanning, Inc.**
Continuity of Operations Planning (COOP) Software Development and Maintenance
Requisition: 84015, Specification No. 119407

The Office of Emergency Management and Communications (OEMC) respectfully submits the attached packet for consideration and presentation to the Non-Competitive Review Board (NCRB). The OEMC is requesting the NCRB to review and approve a new contract for the development and maintenance of Continuity of Operations Planning (COOP) software services with BOLDplanning, Inc. (BOLDplanning). This request is for a sixty (60) month contract with up to two (2) one (1) year extension options.

This COOP software contract is a City-wide initiative, OEMC is the lead department. BOLDplanning, Inc. developed COOP plan software known as EMplans.com, a comprehensive web based tool designed as emergency preparedness tool. The software is a City-wide solution supporting advanced planning and organizational logistics to facilitate staffing, facility, and resource information in the event of an incident or emergency. BOLDplanning software is proprietary and owns the exclusive copyrights. This request is for a sixty (60) month contract with up to two (2) one (1) year extension options.

In 2009, OEMC issued a Request for Proposal (RFP) requesting a contract for software-based solution that provided the purchase, development, implementation and maintenance of COOP software. A contract was awarded from this RFP to BOLDplanning for an initial thirty-six (36) months with up to two (2) one (1) year extension options. This contract expires on January 31, 2013. The OEMC has requested an additional 181 day extension be granted or until a new contract is awarded.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS CITY OF CHICAGO

A successful COOP solution helps to further define the OEMC's vital functions, develop practical continuity plans, provide a software based means of easily maintaining and updating plans, and remotely accessing these plans in the event that OEMC facilities or remote servers become inaccessible. The COOP software provides an easily activated means of notifying responsible parties of COOP activation and provides a simple means of accessing plans via the Internet. The solution requires minimal IT support, and minimal writing to produce a successful plan. Significant project management is required to both technical and operational input.

The OEMC's goal is to train and prepare all of the City's departments in advance of an incident or an emergency event. In order to avoid any mass confusion or disruption of staffing, resources and/or facilities during an event, OEMC will need to maintain the software.

The OEMC and all City departments have invested not only monies to implement the COOP solution, but staffing hours and resources; this software is utilized by all City departments. Each City department has their own database plans stored. The new COOP software contract services will include: development, maintenance and training. If the City had to re-develop COOP software, this would cause delay and disruption to the City's residents during the recovery period after an incident or an emergency. The purpose of the software is to be able to operate as normal in case of an incident or emergency. This is very important contract for the safety of all citizens of Chicago.

The OEMC is requesting a sixty (60) month contract with up to two (2) year extension options. The anticipated start date is from August 1, 2014 through July 31, 2018. The estimated cost is \$594,000.00. The average yearly expenditure is \$118,981.00.

MBE/WBE STATED GOALS

BOLDplanning has Minority and Women Business compliance goals of 25% MBE and 5% WBE. They utilize their sub-contractors to fulfill on-site training and meeting facilitation services and consulting services.

INSURANCE CERTIFICATE

BOLDplanning has committed to issuing insurance requirement certificates.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

- 1) Justification for Non-Competitive Procurement
- 2) DPS Project Checklist
- 3) Signed Statement of Work from OEMC that includes:
 - a. Procurement History
 - b. Estimated Cost
 - c. Schedule Requirements
 - d. Exclusive or Unique Capability
- 4) BOLDplanning's Minority and Women Business Enterprise Goals Schedules C and D
- 5) BOLDplanning's Quote
- 6) Certificate of Filing for EDS, Hard Copy



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

7) BOLDplanning's Insurance Certificates

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

- ✓ Frank Lindbloom, Managing Deputy Director, OEMC
- ✓ Robert Troy, Manager of Emergency Management, OEMC
- ✓ Lorel Blameuser, Contracts Coordinator, OEMC
- ✓ Lisa Clark, Contracts Negotiator, OEMC
- ✓ Rosemary McDonnell, Grants Research Specialist, OEMC

If you have any questions, please contact Lorel Blameuser at (312)746-9421. Thank you for your assistance.

cc: Richard Butler, DPS
John O'Brien, DPS
Frank Lindbloom, OEMC Administration
Zachary Williams, OEMC Public Safety Information Technology
Lorel Blameuser, OEMC Contracts
Lisa Clark, OEMC Contracts
Rosemary McDonnell, OEMC Grants/Contracts/Research

Attachment(s)




OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Reference No. 14 - 00015

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

ATTN: **MONICA JIMENEZ**, DEPUTY PROCUREMENT OFFICER
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Gary W. Schenkel, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: January 21, 2014

SUBJECT: **MBE/WBE Goal Setting Recommendations for New Non-Competitive Bid Contract**
Continuity of Operations Plan (COOP) Software Development and Maintenance
Requisition: 84015, Specification No.: 119407

The Office of Emergency Management and Communications (OEMC) submitted a request to the Non-Competitive Review Board (NCRB) for "**Continuity of Operations Plan (COOP) Software Development and Maintenance**". The OEMC is requesting the NCRB review and approve a new contract for development and maintenance of Continuity of Operations Planning (COOP) software services with BOLDplanning, Inc. (BOLDplanning).

In 2009, a contract was awarded from an issued Request for Proposal (RFP) to BOLDplanning. BOLDplanning, Inc. who developed the COOP plan software known as EMplans.com, a comprehensive web-based tool designed as an emergency preparedness tool. BOLDplanning software is proprietary and owns the exclusive copyrights.

The OEMC is requesting a new contract for the ongoing maintenance and training of the COOP software with BOLDplanning. The COOP software provides an easily activated means of notifying responsible parties of COOP activation and provides a simple means of accessing plans via the Internet. The solution requires minimal IT support, and minimal writing to produce a successful plan. Significant project management is required for both technical and maintenance operational input.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

The OEMC's goal is to train and prepare all of the City's departments in advance of an incident or an emergency event. In order to avoid any mass confusion or disruption of staffing, resources and/or facilities during an event, OEMC will need to maintain the software.

BOLDplanning was able to meet the Minority and Women Business Enterprise (M/WBE) Goals of 25% MBE and 5% WBE in existing contract. Therefore, BOLDplanning will continue to meet 25% MBE and 5% WBE compliance goals for this new contract. This contract request is for sixty (60) months with up to a two (2) one year extension options.

In conclusion, the OEMC is requesting the M/WBE Compliance goals be considered for the above mentioned new contract. They utilize their subcontractor to fulfill on-site training and meeting facilitation services and consulting services. Please feel free to contact Lorel Blameuser at (312)746-9282, if you should have any questions. Thank you.

Continuity of Operations (COOP) Software And Maintenance

Scope of Work

The Contractor will provide maintenance service (Exhibit I A), training and consulting services for Continuity of Operations Planning (COOP). The following is the Scope of Work for the COOPChicago.com annual software renewal and anticipated Continuity of Operations (COOP) Software Development & Maintenance COOP-related services.

City Participation

OEMC has been the lead Department for the City Departments who are actively participating in this COOP initiative. The following Departments have been participating since project initiation in 2009:

- Office of Emergency Management and Communications
- Department of Aviation
- Department of Finance and Comptroller
- Department of Fleet and Facilities Management
- Department of Innovation and Technology
- Department of Public Health
- Department of Streets and Sanitation
- Department of Water Management
- Chicago Fire Department
- Mayor's Office
- Chicago Police Department

In addition to OEMC, the following Departments have been invited and/or participated in since the initiation of Phase 3 in 2013:

- Administrative Hearings
- Animal Care and Control
- Board of Ethics
- Buildings
- Business Affairs and Consumer Protection
- Chicago Police Board
- Chicago Public Library
- Commission on Human Relations
- Cultural Affairs and Special Events
- Family and Support Services
- Housing and Economic Development
- Human Resources
- Independent Police Review Authority
- Law
- License Appeal Commission
- Mayor's Office for People with Disabilities
- Office of the Inspector General
- Office of the Legislative Inspector General
- Department of Procurement Services

Continuity of Operations (COOP) Software And Maintenance

- Chicago Department of Transportation

Line Item Descriptions

The Contractor provides the following specific services that are being performed and accomplished for the successful completion of the annual subscription. Annual renewal software subscription will be due on the 1st of May; the annual cost per year is \$28,800.00.

- Continued hosting of the www.COOPChicago.com system
- All maintenance and upgrades related to the deployment of COOPChicago.com
- All data backups, disaster recovery planning and security related to COOPChicago.com
- Ongoing system access for all participating City staff
- Telephone/Internet technical support for all participating City staff

Related COOP Services, Description and Pricing Structure:

- On-Site COOP Training – Full-Day Format, per day fee
- COOP Plan Review / Re-Review, per plan cost
- COOP Tabletop Exercise, per event cost
- COOP Consulting, per hour

On-Site COOP Training:

Full-Day Format – BOLDplanning will perform all preparation, facilitation and project management associated with conducting an on-site full-day COOP training workshop.

The Contractor will schedule and conduct 20 full-day Kick-Off Workshops for the City and its planning team members over the course of this sixty (60) month contract. All key stakeholders and COOP Planning Team Chiefs will be invited to attend and these plan development workshops for their respective business units. At the conclusion of these Workshops, the Planning Team members will have COOP elements under development and clear instructions for future data collection efforts. Specific deliverables for this line item include the following:

- Introduction to COOP and to the COOPChicago.com system.
- Significant time for actual COOP development as planners enter departmental data into the web-based tool.
- Instructions for additional data input, planning team meetings, and the estimated schedule for plan completion.

COOP Plan Review/ Re-Reviews:

The Contractor will perform all preparation, facilitation and project management associated with conducting a full review of a COOP plan at the request of OEMC and/or a city department.

At the discretion of the OEMC project management team, BOLDplanning will review all sections of the divisional plans currently in development. Over the course of sixty (60) months, BOLDplanning will perform a maximum of 750 plan reviews.

Using the on-line review tool within the COOPChicago.com system, the COOPs will be analyzed and each section will receive a red/yellow/green status level along with specific comments, including suggestions for improvement. The review levels and comments will be immediately available for planners via the web-based tool, and will provide the

Continuity of Operations (COOP) Software And Maintenance

Project Managers with a detailed status report for all planning elements under development. After receiving these Plan Reviews, departmental planners will have the necessary instructions and guidance to revise and complete their COOPs. The COOPs will then be finalized and approved internally by the appropriate City management.

COOP Tabletop Exercise:

The Contractor will perform all preparation, facilitation and project management associated with conducting an on-site half-day COOP tabletop exercise. This will include all aspects of exercise design and scenario development, the facilitation of the actual event and the development and delivery of an After Action Report (AAR) meeting all the requirements of the Homeland Security Exercise and Evaluation Program (HSEEP). The Contractor will conduct a maximum of five (5) of these events during the course of this sixty (60) month contract. These Tabletop Exercises will focus on the following subjects:

- Executive participation in the overall COOP process, with emphasis on the ownership of responsibilities for planning and activation;
- COOP activation procedures, including policy implementation and staff communications;
- Short-term and long-term relocation issues, including facility and IT requirements;
- Prioritizations for critical functions; And
- Areas for improvement in the COOP planning process and actionable items for future consideration.

At the conclusion of the Exercises, the Contractor will collect all worksheets and evaluation surveys and will use this information to write an After Action Report (AAR). This summary of the Exercise results will include all the raw data collected from the key stakeholders and COOP planners, as well as an analysis of this data. Lessons-learned, actionable items and enhancement options will be detailed in the AAR.

COOP Consulting:

The Contractor will assist OEMC and departments as necessary with on-site or off-site COOP consulting related to plan development or maintenance. This is hourly work and will be directed by OEMC on a project-by-project basis. The Contractor will perform a maximum of 750 hours of COOP consulting over the course of this sixty (60) months contract.

COOP is a basic building block of any emergency planning program. It also has applicability well beyond large-scale disaster events. There are many potential situations when a COOP will be activated without a true emergency or disaster. Examples of common disruptions include:

- Facility issues that affect the workplace, such as plumbing leaks, HVAC problems, loss of power and other utilities.
- Workplace disruptions, such as relocation to new office space or the reorganization of divisional units.
- Workforce reduction issues, including high levels of absenteeism due to sickness, loss of key staff due to attrition, and the inability to hire sufficient new workers in a timely manner.

It is vitally important that Departments go through the planning process to develop viable and effective COOPs in order to respond to major disasters, as well as maintain operations during smaller localized disruptions.

The City of Chicago has initiated a COOP project to assist all departments with plan development and ongoing plan maintenance. This project is supported by top management within City and a core COOP Planning Team has been

Continuity of Operations (COOP) Software And Maintenance

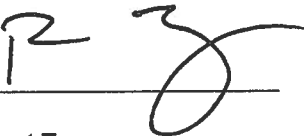
assembled to support this overall effort. They have identified the following assumptions as essential for the long-term success of the project:

- COOP must be developed and maintained with a minimal allocation of time and human resources by all applicable departments.
- Many planners will have practically no experience with COOP or emergency planning. Therefore, effective guidance must be provided.

Throughout this planning process technical support and COOP consulting will be available for all planners via telephone and the Internet.

REVIEW AND APPROVAL

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



Robert Troy

Manager of Emergency Management Services, OEMC



Gary W. Schenkel

Executive Director, OEMC

Continuity of Operations (COOP) Software And Maintenance

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Continuity of Operations (COOP) Software And Maintenance

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Continuity of Operations (COOP) Software And Maintenance

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Continuity of Operations (COOP) Software And Maintenance

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REVIEW AND APPROVAL

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A handwritten signature in blue ink, consisting of a stylized 'R' followed by a cursive flourish, positioned above a horizontal line.

Robert Troy

Manager of Emergency Management Services, OEMC

A large, complex handwritten signature in blue ink, featuring multiple loops and a large flourish, positioned above a horizontal line.

Gary W. Schenkel

Executive Director, OEMC

INSURANCE REQUIREMENTS
Office of Emergency Management and Communication
Continuity of Operations (COOP) Software Development and Maintenance
Specification No: 119407
Bold Planning Solutions, Inc.

Consultant must provide and maintain at Consultant's own expense or cause to be maintained, during the term of the Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work or services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Errors and Omissions/Professional Liability

When any system technicians, cyber engineers, program/project managers, or electronic data (EDP) professionals including but not limited to system programmers, hardware and software designers/professionals or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained or cause to be maintained, with limits of not less than \$1,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer or information technology services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services related to the Agreement. A claims-made

policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers

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

6) Property

Consultant is responsible for all loss or damage to City property at full replacement cost including the OEMC equipment/software or loss to any City property that results from this Agreement while in Consultant's care, custody and control.

If Applicable:

The Consultant is to provide evidence of All Risk Property insurance to protect against loss of, damage to, or destruction of the Consultant's property site that is part of this Agreement.

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

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL. 60602; Office of Emergency Management and Communication, 1411 W. Madison Street, Chicago IL. 60607, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Consultant must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Subcontractors to provide the insurance required herein, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2013

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

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

PRODUCER Zander Insurance Group 212 Ocoola Ave Nashville TN 37209-3116	CONTACT NAME: Alicia Tidwell PHONE (A/C No. Ext): (615) 356-1700 E-MAIL ADDRESS: atidwell@zanderins.com	FAX (A/C No.): (615) 352-2850
	INSURER(S) AFFORDING COVERAGE	
INSURED BoldPlanning Inc. 4515 Harding Pike, Ste. 325 Nashville TN 37205	INSURER A: Travelers Insurance Company	
	INSURER B: Beazley Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: master 13-14 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			I6807247P469	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			I6807247P469	05/17/2013	05/17/2014	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7255P549	5/17/2013	5/17/2014	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Professional Liability			V15TQ6120501	6/6/2013	6/6/2014	\$1,000,000 per claim \$3,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is agreed that the City of Chicago, its employees, elected officials, agents or representatives and BoldPlanning Inc. are named as additional insured regarding general liability and automobile liability as their interest may appear on a primary/non-contributory basis with respects. A waiver of subrogation in favor of the additional insured applies.
 valuable papers coverage included with \$25,000 limit

CERTIFICATE HOLDER **CANCELLATION**

City of Chicago Department of Procurement Services 121 N. LaSalle St. City Hall Room 403 Chicago, IL 60602	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 Alicia Tidwell/ACB 



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/11/2013

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

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

PRODUCER Zander Insurance Group 212 Ocoela Ave Nashville TN 37209-3116		CONTACT NAME: Alicia Tidwell PHONE (A/C, No, Ext): (615) 356-1700 FAX (A/C, No): (615) 352-2850 E-MAIL ADDRESS: atidwell@zanderins.com PRODUCER CUSTOMER ID: 00001151	
INSURED BoldPlanning Inc. 4515 Harding Pike, Ste. 325 Nashville TN 37205		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES **CERTIFICATE NUMBER** master 13-14 prop **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Loc# 00001 Bldg# 00001: 4515 Harding Pike, Ste. 325 Nashville TN 37205

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	I6807247P469	5/17/2013	5/17/2014	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 17,472
	BASIC				BUILDING	BUSINESS INCOME	\$
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
<input checked="" type="checkbox"/> Speci	500				\$		
	INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS	POLICY NUMBER			\$		
	NAMED PERILS				\$		
	CRIME				\$		
	TYPE OF POLICY				\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		
					\$		

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

It is agreed that the City of Chicago, its employees, elected officials, agents or representatives and BoldPlanning Inc. are named as additional insured regarding general liability as their interest may appear on a primary/non-contributory basis with respects. A waiver of subrogation in favor of the additional insured applies.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
 Department of Procurement Services & OEMC
 121 N. LaSalle St.
 City Hall Room 403
 Chicago, IL 60602

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

Alicia Tidwell/ACB



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MR

DATE (MM/DD/YYYY)

12/18/13

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

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

PRODUCER Southpoint Insurance Agcy, Inc 19645 S. LaGrange Road Mokena, IL 60448 James A Carney		708-478-3440 708-478-3368	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CATAL-3	FAX (A/C, No):
INSURED Catalyst Consulting Group Inc. 211 W. Wacker Dr., #450 Chicago, IL 60606-1217	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Travelers Insurance Co		36137	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		ZPP14P53278	02/18/13	02/18/14	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9A842829	02/18/13	02/18/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14P53309	02/18/13	02/18/14	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB 3B386447	02/18/13	02/18/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	E & O			ZPL14P54945	02/18/13	02/18/14	Limit 1,000,000
A	Property -			ZPP14P53278	02/18/13	02/18/14	Blkt Liml 1,800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It is agreed that the City of Chicago is named as additional insured with respect to the general liability and auto liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago
 Department of Emergency Mgmt
 and Communications (OEMC)
 121 N. LaSalle Street
 Chicago, IL 60602

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

James A. Carney

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CERTIFICATE OF LIABILITY INSURANCE

OP ID TOM
GMSCO-1

DATE (MM/DD/YYYY)

12/09/13

PRODUCER TGM Insurance Agency P.O. Box 142 Wasco IL 60183 Phone: 630-315-5472 Fax: 630-315-5477	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED GMS Consulting, Inc. Margaret Goldstein 935 E. 49th Street Chicago IL 60615	INSURER A: CNA Insurance Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADDL NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <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	B3011033458	04/01/13	04/01/14	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B4022222851 B4022222851	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC42222270	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		OTHER Technology E & O	287235886	05/04/13	05/04/14	1000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The City of Chicago is additional insured on the General Liability						

CERTIFICATE HOLDER

CANCELLATION

CITYCHI City of Chicago Procurement 121 N.LaSalle St., Room 403 Chicago IL 60610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas G. Mollenhauer
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

OP ID TOM
GMSCO-1

DATE (MM/DD/YYYY)

12/09/13

PRODUCER TGM Insurance Agency P.O. Box 142 Wasco IL 60183 Phone: 630-315-5472 Fax: 630-315-5477	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED GMS Consulting, Inc. Margaret Goldstein 935 E. 49th Street Chicago IL 60615	INSURER A: CNA Insurance Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <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	B3011033458	04/01/13	04/01/14	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B4022222851 B4022222851	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC42222270	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		OTHER Technology E & O	287235886	05/04/13	05/04/14	1000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The City of Chicago is additional insured on the General Liability						

CERTIFICATE HOLDER

CANCELLATION

City of Chicago OEMC Office of Emergency Management and Communications 1411 West Madison Chicago IL 60607	OEMCCHI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas G. Mollenhauer
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

JANUARY 2014

OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS (OEMC)

NON-COMPETITIVE BID BOARD MEETING ATTENDEES

RE: CONTINUITY OF OPERATIONS PLANNING (COOP) SOFTWARE DEVELOPMENT AND MAINTENANCE

VENDOR: BOLDplanning, Inc.

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

- Frank Lindbloom, Managing Deputy Director, OEMC
- Robert Troy, Manager of Emergency Management, OEMC
- Lisa Clark, Contracts Negotiator, OEMC
- Rosemary McDonnell, Grants Research Specialist, OEMC

CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 45508

Date of This Filing:07/17/2013 03:02 PM

Certificate Printed on: 12/23/2013

Original Filing Date:07/17/2013 03:02 PM

Disclosing Party: Bold Planning Solutions, Inc. Title:Client Relations Coordinator
(DBA 'BOLDplanning, Inc.')

Filed by: Jan Dudek

Matter: Continuity of Operations (COOP)
software development and maintenance and
consulting

Applicant: Bold Planning Solutions, Inc. (DBA
'BOLDplanning, Inc.')

Specification #:

Contract #:

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

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

Price Quote

BOLDplanning Inc. is providing documentation for the City of Chicago in response to a request from OEMC. BOLDplanning performs the Continuity of Operations (COOP) Software Development & Maintenance and COOP-related services. BOLDplanning, Inc.'s price quote represents pricing for a new contract that will be valid for sixty (60) months with up to two (2) additional one (1) year options to continue services. The anticipated initial contract term start date is February 1, 2014 through January 31, 2019.

This Price Quote Section describes all new work anticipated for the next sixty (60) months.

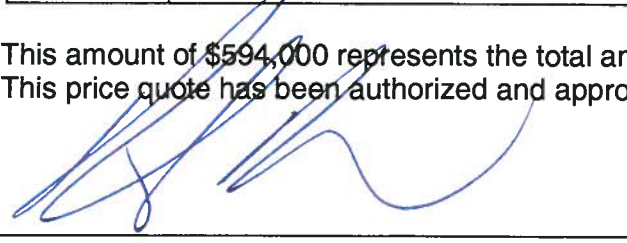
COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year
---	--------------------------

Related COOP Services	
On-Site COOP Training – Full-Day Format	\$3000 Per Day
COOP Plan Review / Re-Review	\$250 Per Plan
COOP Tabletop Exercise	\$18,000 Per Event
COOP Consulting	\$150 Per Hour

OEMC anticipated the following quantities of the below line items over the 60 month contract with the calculated and itemized amounts.

Quantity	Service Line Item	Unit Price	Line Item Total
5	COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year	\$ 144,000
20	On-Site Training – Full-Day Format	\$3,000 Per Day	\$ 60,000
750	COOP Plan Review / Re-Review	\$250 Per Plan	\$ 187,500
5	COOP Tabletop Exercise	\$18,000 Per Event	\$ 90,000
750	COOP Consulting	\$150 Per Hour	\$ 112,500
	Contract Maximum Total		\$ 594,000

This amount of \$594,000 represents the total amount of this contract over the 60 months period. This price quote has been authorized and approved by BOLDplanning, Inc.



Peter Hodes
CEO, BOLDplanning, Inc.

12/11/13

Date

Exclusivity

On September 8, 2008, BOLDplanning was selected by the City of Chicago to provide the City with Continuity of Operations Planning (COOP) software and services in the competitive bid process specification #65339. Since that time, BOLDplanning has met all required deliverables and has assisted a wide range of City staff in the development of these important emergency plans.

BOLDplanning is uniquely capable of providing these services to the City of Chicago. The following items highlight these unique capabilities:

1. BOLDplanning is the only company in the country specializing in web-based Continuity of Operations Planning for government organizations. The standard EMplans.com system is nationally recognized as a leader in this field with over 4000 government organizations currently using these tools for plan development.
2. BOLDplanning is the only company capable of providing and maintaining the proprietary COOPChicago.com system for the City. COOPChicago.com is a branded version of the standard EMplans.com that is designed, developed and maintained solely by BOLDplanning.
3. COOPChicago.com is designed to specifically meet all current FEMA requirements and BOLDplanning ensures that the system remains
4. BOLDplanning has over nine (9) years of continual experience training staff from large urban government departments on COOP. This experience includes training and consulting for all levels of government for elected officials, emergency responders, information technology specialists, facility managers, as well as finance, admin, HR and other key staff.
5. BOLDplanning has over four (4) years of continual experience working directly with the City Departments on the development of COOPs. This includes significant personal contact and institutional knowledge about City operations.
6. BOLDplanning has developed a unique and documented project plan specifically to match the requirements of the City of Chicago. Due to OEMC staffing issues, BOLDplanning is currently acting as the primary project manager for this Citywide implementation in support of OEMC requirements

OEMC estimates that over 500 city staff will be involved in this proactive, emergency planning initiative. COOP planning is an ONGOING process that must be actively maintained and updated by staff within each participating department. Therefore it is vitally necessary that this planning effort continue and take advantage of the current momentum. BOLDplanning has already trained a significant number of City staff and has an ongoing training program scheduled through the remainder of 2013. With any emergency planning initiative, it is vitally important that this momentum be maintained and promoted. Otherwise, these projects have a tendency to be forgotten and ignored. BOLDplanning is uniquely placed to build on this existing momentum and build on this for the next sixty (60) months to ensure the ongoing improvement and testing of these important emergency plans.

The BOLDplanning proprietary and copyrighted software has been successfully deployed at COOPChicago.com and accepted by a wide range of City staff including support from the

Mayor's Office, OEMC and Departments specifically involved in public safety. No other company can provide access to this existing and accepted system. BOLDplanning is the sole source for the ongoing maintenance and enhancements to the COOPChicago.com system and their support and consulting are critical to the success of this City-wide project.



Peter Hodes
CEO, BOLDplanning, Inc.

12/11/13

Date

December 11, 2013

Mr. Jamie Rhee
Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle St. Room 806
Chicago, IL 60602

RE: M/WBE Compliance Plan for BOLDplanning Inc. Contract

Dear Mr. Rhee:

BOLDplanning is in compliance with the City's M/WBE program. Since 2008, BOLDplanning has committed and used sub-contractors as required – 25% allocation to a certified MBE and 5% to a certified WBE. BOLDplanning is currently using the following two sub-contractors and plans to continue using these companies to meet our future goals associated with this new contract:

Catalyst Consulting Group, Inc.

211 West Wacker Drive, Suite 450, Chicago, IL 60606
Contact: Travis Bloomfield
312-499-2242 travis.bloomfield@catconsult.com

GMS Consulting, Inc.

935 East 49th Street, Chicago, IL 60010
Contact: Margaret Goldstein
773-320-3312 msgoldstein100@gmail.com



Peter Hodes
CEO, BOLDplanning, Inc.

12/11/13
Date



SCHEDULE C-1

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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: Continuity of Operations Software Specification No.: 119407

From: Catalyst Consulting Group, Inc.
(Name of MBE/WBE Firm)

To: BOLDplanning, 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:

Catalyst Consulting will assist BOLD with on-site training and meeting facilitation services. Catalyst will also provide COOP project work, COOP reviews as well as IT consulting and technical development

The above described performance is offered for the following price and described terms of payment:
Catalyst will assist BOLDplanning for a total amount of \$148,500 over the term of this contract. This will be billed monthly to BOLDplanning based on hours worked by Catalyst staff during this period.

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.

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.

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

12-11-13
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Travis W. Bloomfield, Principal & COO
(Name/Title-Please Print)

travis.bloomfield@catconsult.com 312.499.2242
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

March 24, 2014

Arvind Talwar
Catalyst Consulting Group Inc.
211 West Wacker Drive Suite 450
Chicago, IL 60606-1330

Email: atalwar@catconsult.com

Dear Mr. Talwar,

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE) until May 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/at

Price Quote And Scope of Work

Price Quote

BOLDplanning performs the Continuity of Operations (COOP) Software Development & Maintenance and COOP-related services. BOLDplanning, Inc.'s price quote represents pricing for a new contract that will be valid for sixty (60) months with up to two (2) additional one (1) year options to continue services.

This Price Quote Section describes all new work anticipated for the sixty (60) month term.

COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year
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Related COOP Services	
On-Site COOP Training – Full-Day Format	\$3000 Per Day
COOP Plan Review / Re-Review	\$250 Per Plan
COOP Tabletop Exercise	\$18,000 Per Event
COOP Project Management	\$150 Per Hour

OEMC anticipated the following quantities of the below line items over the 60 month contract term with the calculated and itemized amounts.

Quantity	Service Line Item	Unit Price	Line Item Total
5	COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year	\$ 144,000
20	On-Site Training – Full-Day Format	\$3,000 Per Day	\$ 60,000
750	COOP Plan Review / Re-Review	\$250 Per Plan	\$ 187,500
5	COOP Tabletop Exercise	\$18,000 Per Event	\$ 90,000
750	COOP Project Management	\$150 Per Hour	\$ 112,500
	Contract Maximum Total		\$ 594,000

This amount of \$594,000 represents the total amount of this contract over the 60 months period. This price quote has been authorized and approved by BOLDplanning, Inc.

Scope of Work

The Scope of Work describes the maintenance service, training and Project Management services for new work anticipated during for the sixty (60) month term. BOLDplanning provides the following Scope of Work for the COOPChicago.com annual software renewal and for anticipated Continuity of Operations (COOP) Software Development & Maintenance COOP-related services.

City Participation

All City Departments are actively participating in this COOP initiative. The following Departments have been participating since project initiation in 2009:

- Department of Aviation
- Department of Finance and Comptroller
- Department of Fleet and Facilities Management
- Department of Innovation and Technology
- Department of Public Health
- Department of Streets and Sanitation
- Department of Water Management
- Fire Department
- Mayor's Office
- Police Department
- Office of Emergency Management and Communications

The Following Departments have been participating since the initiation of Phase 3 in 2013:

- Administrative Hearings
- Animal Care and Control
- Board of Ethics
- Buildings
- Business Affairs and Consumer Protection
- Chicago Police Board
- Chicago Public Library
- Commission on Human Relations
- Cultural Affairs and Special Events
- Family and Support Services
- Housing and Economic Development
- Human Resources
- Independent Police Review Authority
- Law
- License Appeal Commission
- Mayor's Office for People with Disabilities
- Office of the Inspector General
- Office of the Legislative Inspector General
- Procurement Services
- Transportation

Introduction to Continuity of Operations Planning (COOP)

COOP is defined by FEMA (Federal Emergency Management Agency) as an internal effort within individual components of a government to ensure the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

In the wake of significant events including 9/11, Hurricane Katrina, the Japan Tsunami, and Superstorm Sandy, COOP has become a vital element in emergency planning. Organizations across the country at all levels including federal, state and local have begun preparing for emergencies by engaging their staff and committing the necessary time and resources for developing effective and realistic plans. The federal government has been the leader in this arena and has required all departments to produce COOP plans based on published directives and guidance from the Department of Homeland Security. Specific guidance is referenced below.

- Comprehensive Preparedness Guide 101 (CPG 101)
http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf
- Federal Continuity Directive 1 (FCD 1) <http://www.fema.gov/pdf/about/offices/fcd1.pdf>
- Federal Continuity Directive 2 (FCD 2) <http://www.fema.gov/pdf/about/offices/fcd2.pdf>
- Continuity Guidance Circular 1 (CGC 1)
www.fema.gov/pdf/about/org/ncp/cont_guidance1.pdf
- Continuity Guidance Circular 2 (CGC 2)
www.fema.gov/pdf/about/org/ncp/coop/cont_guidance2.pdf

In order to support the strategic goals for operational continuity, organizations across the country are adopting COOP planning as a high priority. Due to the prioritization by high level management, a COOP program is being developed by the City to ensure the ability to recover and provide vital services to Chicago citizens following a major disruption.

COOP is a basic building block of any emergency planning program. It also has applicability well beyond large-scale disaster events. There are many potential situations when a COOP will be activated without a true emergency or disaster. Examples of common disruptions include:

- Facility issues that affect the workplace, such as plumbing leaks, HVAC problems, loss of power and other utilities
- Workplace disruptions, such as relocation to new office space or the reorganization of divisional units
- Workforce reduction issues, including high levels of absenteeism due to sickness, loss of key staff due to attrition, and the inability to hire sufficient new workers in a timely manner

It is vitally important that Departments go through the planning process to develop viable and effective COOPs in order to respond to major disasters, as well as maintain operations during smaller localized disruptions.

The City of Chicago has initiated a COOP project to assist all departments with plan development and ongoing plan maintenance. This project is supported by top management within City and a core COOP Planning Team has been assembled to support this overall effort. They have identified the following assumptions as essential for the long-term success of the project:

- COOP must be developed and maintained with a minimal allocation of time and human resources by all applicable departments.
- Many planners will have practically no experience with COOP or emergency planning. Therefore, effective guidance must be provided.

Throughout this planning process technical support and COOP consulting will be available for all planners via telephone and the Internet.

Each functional unit within the City must be prepared to continue providing basic services to constituents. The elements of a COOP are easily identified by most organizations, and the process of developing a base plan is not difficult. In general, a COOP tries to answer relatively simple questions about people, places, and things:

Staff Information

- Who are the key people in each Department?
- How are these people organized into teams?
- What are their individual responsibilities?
- If key staff members are unavailable, which individuals are authorized to assume management responsibilities?

Facility Information

- How many different facilities are used by each Department?
- What resources and equipment are available and necessary at each facility?
- How do Departments contact and communicate with the facility manager?
- If a certain facility were unavailable, where would staff go to resume critical operations?

Resource Information

- What vital records and systems are required for each Department to provide basic services?
- What physical equipment is necessary to perform mission essential functions?
- What communications equipment is available during emergencies?

By gathering this data during the initial planning process and following up with routine maintenance, The City of Chicago will dramatically improve its preparedness.

COOPChicago.com Technical Specifications

In 2004, the Founders of BOLDplanning realized that Continuity of Operations Plans (COOPs) were vital to the well-being of all organizations, but that the tools and methodologies available at that time were inadequate. Most apparent, there were no viable planning tools that could easily lead large, complex organizations through this often daunting and long-term process. In response, BOLDplanning developed EMplans.com - a comprehensive web-based tool designed to take advantage of the power of the Internet.

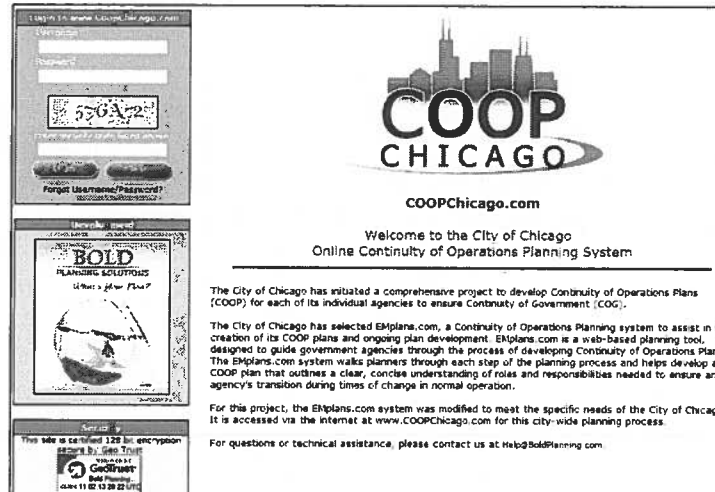


This flagship system has evolved over the years into the leading brand that is changing the way organizations develop, update and maintain Continuity of Operations Plans. Currently, over 4,000 distinct organizations across the country use the EMplans.com system. Within this large user base, BOLDplanning specializes in the state and local government sectors, with significant experience with large and small jurisdictions, emergency management, public health and NIMS compliance.

BOLDplanning has managed many large-scale, complex planning efforts across the country. These planning projects have been centrally managed and extended across all business units within the organizations. The commonality for all these projects includes:

1. The requirement to distribute the planning responsibilities to key stakeholders and staff for specific continuity of operations requirements while maintaining a standardized environment
2. The requirement to scale the planning effort across a large, complicated organization structure in an efficient and effective manner
3. The requirement to easily train staff regarding COOP issues and continually test and exercise the plans with minimal impact on day-to-day operations

The BOLDplanning Project Team has provided all technical services and Subject Matter Expertise services for the customization and branding of the EMplans.com system for the City of Chicago. The resulting system COOPChicago.com has been continually deployed and maintained since project initiation in 2009. This system is the backbone for the development and maintenance of COOPs for all City departments and their respective divisions.



COOPChicago.com Home Page

This combination of experienced personnel, cutting-edge internet tools and a proven implementation methodology provides the following benefits:

- COOPChicago.com streamlines the planning process, resulting in a superior product with significantly less time and effort from staff.
- The project schedule is compressed. Due to the power and efficiency of COOPChicago.com, BOLDplanning estimates that all COOPs for the departmental sub-groups will be completed much faster than traditional methods.
- COOPChicago.com standardizes the planning process across all departments while allowing each to plan independently of the others.

Access to the Internet is the only requirement. The system leads an organization through the steps required to complete a Continuity of Operations Plan as outlined in CGC 1 and 2, NCD 1 and 2, and all current FEMA guidance. Each required element is addressed by the system, including the following:

- General Information about the organization
- Mission essential functions with prioritizations and required resources
- Human Capital including key staff, vendors, COOP Teams, and specific responsibilities
- Vital Records, systems, databases and resources
- All planning elements including Successions, Delegations and Alternate Facilities
- Reports for individual departments and roll-up plans for leadership
- File Archive for storing and accessing all electronic files related to the COOP

The following details the technical specifications for this standard hosted service:

- Utilizes standard Microsoft Operations system and SQL Server
- Compatible with Microsoft Word and Excel
- Password Protected and certified 128-bit encryption for data security
- Hosted in a professional secure data center on dedicated servers
- Data back-up conducted nightly to ensure data redundancy

- Monitored to ensure continuous 24/7 system operation

Pricing and Line Item Descriptions

COOPChicago.com Annual Software Subscription Renewal Payment - Due annually on May 1, starting on May 1, 2014	\$28,800 Per Year
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BOLDplanning provides the following specific services that are being performed and accomplished for the successful completion of this annual subscription.

- Continued hosting of the www.COOPChicago.com system
- All maintenance and upgrades related to the deployment of COOPChicago.com
- All data backups, disaster recovery planning and security related to COOPChicago.com
- Ongoing system access for all participating City staff
- Telephone/Internet technical support for all participating City staff

Related COOP Services	
On-Site COOP Training – Full-Day Format	\$3000 Per Day
COOP Plan Review / Re-Review	\$250 Per Plan
COOP Tabletop Exercise	\$18,000 Per Event
COOP Project Management	\$150 Per Hour

On-Site COOP Training – Full-Day Format – BOLDplanning will perform all preparation, facilitation and project management associated with conducting an on-site full-day COOP training workshop.

BOLDplanning will schedule and conduct 20 full-day Kick-Off Workshops for your planning team members over the course of the sixty (60) month contract. All key stakeholders and COOP Planning Team Chiefs will be invited to attend and these plan development workshops for their respective business units. At the conclusion of these Workshops, the Planning Team members will have COOP elements under development and clear instructions for future data collection efforts. Specific deliverables for this line item include the following:

1. Introduction to COOP and to the COOPChicago.com system.
2. Significant time for actual COOP development as planners enter departmental data into the web-based tool.
3. Instructions for additional data input, planning team meetings, and the estimated schedule for plan completion.

COOP Plan Review/ Re-Reviews – BOLDplanning will perform all preparation, facilitation and project management associated with conducting a full review of a COOP plan at the request of OEMC and/or a city department.

At the discretion of the OEMC project management team, BOLDplanning will review all sections of the divisional plans currently in development. Over the course of sixty (60) months, BOLDplanning will perform a maximum of 750 plan reviews.

Using the on-line review tool within the COOPChicago.com system, the COOPs will be analyzed and each section will receive a red/yellow/green status level along with specific comments, including suggestions for improvement. The review levels and comments will be immediately available for planners via the web-based tool, and will provide the Project Managers with a detailed status report for all planning elements under development. After receiving these Plan Reviews, departmental planners will have the necessary instructions and guidance to revise and complete their COOPs. The COOPs will then be finalized and approved internally by the appropriate City management.

COOP Tabletop Exercise – BOLDplanning will perform all preparation, facilitation and project management associated with conducting an on-site half-day COOP tabletop exercise. This will include all aspects of exercise design and scenario development, the facilitation of the actual event and the development and delivery of an After Action Report (AAR) meeting all the requirements of the Homeland Security Exercise and Evaluation Program (HSEEP). BOLDplanning will conduct a maximum of five (5) of these events during the course of the sixty (60) month contract. These Tabletop Exercises will focus on the following subjects:

- Executive participation in the overall COOP process, with emphasis on the ownership of responsibilities for planning and activation
- COOP activation procedures, including policy implementation and staff communications
- Short-term and long-term relocation issues, including facility and IT requirements
- Prioritizations for critical functions
- Areas for improvement in the COOP planning process and actionable items for future consideration

At the conclusion of the Exercises, BOLDplanning will collect all worksheets and evaluation surveys and will use this information to write an After Action Report (AAR). This summary of the Exercise results will include all the raw data collected from the key stakeholders and COOP planners, as well as an analysis of this data. Lessons-learned, actionable items and enhancement options will be detailed in the AAR.

COOP Project Management – BOLDplanning will provide Subject Matter Expertise (SME) for OEMC and departments as necessary with on-site and off-site COOP project management related to plan development, technology platform maintenance, and actual activations due to catastrophic events. The SMEs will be supervised by Boldplanning and Boldplanning will direct the hourly work of the SMEs. BOLDplanning will perform a maximum of 750 hours of COOP project management over the course of the sixty (60) month contract. The Project Management team is as follows:

- Peter Hodes – CEO of BOLDplanning
- Fulton Wold – President of BOLDplanning
- Chad Bowers – Vice President of BOLDplanning
- Matt Eyer – Account Executive for BOLDplanning
- John Pamplin – CTO of BOLDplanning
- Jan Dudek – Director of Customer Services for BOLDplanning

- Margaret Goldstein – President of GMS Consulting (WBE)
- Dale Tipton – COOPEXpert for Catalyst Consulting (MBE)

The COOP Project Management provides Subject Matter Expertise only when a need is identified, and therefore charges on an hourly rate (See Price Quote on Page 1). Experts will assist OEMC with a variety of COOP related services not specifically detailed in the other line items for Training, Reviews and Tabletop Exercises. Project Management includes the following activities:

- Providing staff with COOP expertise to assist the City and all Departments during an actual catastrophic event
- Provide IT Subject Matter Experts (SME) for Disaster Recovery initiatives
- Conduct on-site building assessments to enhance relocation options
- Executive briefings with Commissioners and upper management



SCHEDULE C-1

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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: Continuity of Operations Software Specification No.: 119407
 From: Gms Consulting Inc (Name of MBE/WBE Firm)
 To: BOLDplanning Inc (Name of Prime Contractor) and the City of Chicago.

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:
Gms will assist BOLDplanning with on-site and off-site training and meeting facilitation.
Gms will also assist with Plan reviews, COOP project work and overall project management

The above described performance is offered for the following price and described terms of payment:
Gms will assist BOLDplanning for a total amount of \$29,700 over the course of this contract.
This will be billed monthly based on hours worked during this period.

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.

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

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.

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Margaret S. Goldstein (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) Dec. 9, 2013 (Date)

Margaret S. Goldstein, President (Name/Title-Please Print)

msgoldstein100@gmail.com (Email & Phone Number) 773-924-9191

cell 773-320-3312



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 13 2013

Margaret Goldstein
GMS Consulting, Inc.
935 East 49th Street
Chicago, Illinois 60615

Annual Certificate Expires: May 1, 2014

Dear Ms. Goldstein:

We are pleased to inform you that GMS Consulting, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until May 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by May 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by March 1, 2014**.

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

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Woman Business Enterprise (WBE) if you fail to:

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

MAY 13 2013

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

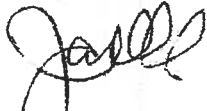
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code - 541511 - Custom Computer Programming Services
NAICS Code - 541611 - General management consulting services
NAICS Code - 611420 - Computer operator training

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw



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: Continuity of Operations Software, Development and Maintenance

Specification No.: 119407

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of BOLDplanning 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: Catalyst Consulting Group Inc
 Address: 211 W. Wacker Drive, suite 450, Chicago, IL, 60606
 Contact Person: Travis Bloomfield
 Phone Number: 312-629-0750
 Dollar Value of Participation \$ 148,500
 Percentage of Participation % 25

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

Total Participation % 25

2. Name of MBE/WBE: GMS Consulting Inc
 Address: 935 E. 49th Street, Chicago, IL, 60615
 Contact Person: Margaret Goldstein

¹ The Prime Contractor may claim an additional 0.333 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.

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

Phone Number: 773-924-9191

Dollar Value of Participation \$ 29,700

Percentage of Participation % 5

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

Total Participation % 5

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 will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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: _____

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

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 (%)
Catalyst Consulting Group Inc	148,500	25
Total Direct MBE Participation	148,500	25

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
GMS Consulting Inc	29,700	5
Total Direct WBE Participation	29,700	5

2. WBE Indirect Participation

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

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

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

Peter Hodes

(Name- Please Print or Type)

615-469-5558

(Phone)

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.

BOLDplanning Inc

(Name of Prime Contractor - Print or Type)

State of: TENNESSEE

[Signature]

(Signature)

County of: DAVIDSON

Peter Hodes, CEO

(Name/Title of Affiant - Print or Type)

12/11/2013

(Date)

On this 11 day of DEC, 2013, the above signed officer PETER HODES

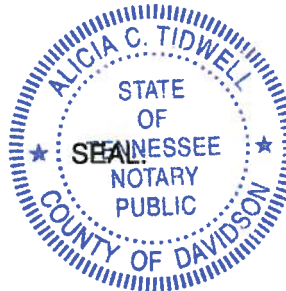
(Name of Affiant)

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.

Alicia C. Tidwell

(Notary Public Signature)



Commission Expires: 11-5-2014



Illinois Emergency Management Agency

Jonathon E. Monken, Director

NOTICE OF GRANT AGREEMENT

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

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **City of Chicago, Office of Emergency Management and Communications** (Grantee), 1411 West Madison, Chicago, Illinois 60607-1809.

The purpose of this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year **2012 Urban Area Security Initiative, CFDA #97.067**.

The Grantor hereby grants to the Grantee an amount not exceeding **\$24,641,259.00** for the period from **September 1, 2012, to March 31, 2014**. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state policies and grant guidance.

The Grantee shall include all requirements listed herein in each sub-grant, contract and subcontract financed in whole or in part with federal assistance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Grant Agreement shall be from **September 1, 2012, to March 31, 2014**.

PART III - Scope of Work

The Grantee will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Grantee's FFY 2012 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. Additionally, the Urban Area Security Initiative (UASI) from the HSGP grant is intended to fund homeland security projects directly benefiting Chicago's high-risk Urban Area.

The FFY 2012 Grant Program Application, provided in the Budget Detail Worksheet (Attachment A), outlines a description of the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Attachment A.

The Discipline Allocation Worksheet (Attachment B) outlines the discipline specific budget allocation classification for the activities listed in Attachment A. The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet with each revised Budget Detail Worksheet and as outlined in Part V – Reports.



The Project Implementation Worksheet (Attachment C) provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goal of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$24,641,259.00**.

PART V - Terms and Conditions

SPENDING LIMITATIONS: All allocations and use of funds by the Grantee shall be in accordance with applicable grant guidance and application kits. 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. All sub-grants issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by the Grantor.

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

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

METHOD OF COMPENSATION: The Grantee must submit vendor invoices or a computer generated report 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 Grantor policies and procedures, in order to receive compensation through this Agreement. Such invoices and reports must be submitted to the Grantor in a timely manner, 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 with "Part V—Reports" herein. The Grantee shall maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Agreement shall be incurred after **March 31, 2014**. The Grantee agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

REPORTS: The Grantee shall submit to the Grantor, within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31) throughout the stated performance period, the following documentation: (1) amount of funding received, obligated

and expended for activities outlined in this Agreement and (2) Budget Detail Worksheet, Discipline Allocation Worksheet, and Grant-Funded Typed Resource Report. For agreements with a compensation amount equal to or greater than \$25,000.00, the Grantee shall provide a quarterly update of the Project Implementation Worksheet to the Grantor within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, Project Implementation Worksheet and Grant-Funded Typed Resource Report to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit the following documentation:

- Web-form to DHS within 30 days after attendance in training for any training not provided by DHS FEMA GPD, but that is supported with funds provided through this Agreement.
- 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).

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

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

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

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

DUPLICATION OF BENEFITS: The Grantee shall not duplicate any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular federal award or cost objective under the

principles provided for in this Authority may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition does not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

MATCHING FUNDS: All cost sharing or matching funds claimed by the Grantee shall meet the requirements of the program guidance and/or program regulations, 44 CFR 13 and 2 CFR 225. Costs must first be reasonable, allowable, allocable, and necessary, and every item must be verifiable (i.e. tracked and documented). Except as provided by federal law, a cost sharing or matching requirement may not be met by other federal funds.

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

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

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

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

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

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

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

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

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

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

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Grantee shall acknowledge 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.

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

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

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this Agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this Agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence,

or breach of the Agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

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

AMERICANS WITH DISABILITIES ACT (ADA): The Grantee understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills and should involve disability inclusion experts as partners across all aspects of emergency planning.

RECAPTURE OF FUNDS: The Grantee shall return to the Grantor all state or federal grant funds that are not expended or received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

FEIN: Under penalties of perjury, the Grantee certifies that **36-6005820** is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee files with the IRS as a (please check one):

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

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

PART VI – Special Conditions for HSGP Grant - UASI

FUSION CENTER: Notwithstanding references to fusion center activities in Attachments A-C, the Grantee is prohibited from obligating, expending, or drawing down funds in support of or related to the State and/or Major Urban Area Fusion Center until written approval is received from the Grantor.

URBAN AREA WORKING GROUP (UAWG): Meetings of the UAWG shall be conducted at least once every quarter of each calendar year and more often as necessary to advance the program strategy of the Urban Area.

EHP: Pursuant to the provisions of PART V of this Agreement for Environmental and Historic Preservation (EHP) Compliance, the Grantee shall provide to the Grantor a list of projects and the associated budget that is subject to an environmental assessment under the National Environmental Protection Act (NEPA). Within 120 days of execution of this Agreement, the Grantee shall submit to the Grantor the necessary environmental assessment documentation for such projects. If the Grantee fails to comply with this submission deadline, the associated funds for such projects shall be reprogrammed to other projects not requiring an EHP assessment.

PART VII- Other Requirements

CONFLICT OF INTEREST: No official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

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

ACTIVITIES CONDUCTED ABROAD: The Grantee shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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

USE OF SEAL, LOGO AND FLAGS: The Grantee must obtain DHS's approval 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.

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

PUBLIC WORKS PROJECTS: Any public works project supported with funds received through this Agreement must employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with State funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

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

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

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

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

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section

2012 Grant Agreement

2012 Federal Fiscal Grant Year – City of Chicago, Office of Emergency Management of Communications

12UASICHGO

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shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

LOBBYING: The Grantee certifies to the best of his or her knowledge and belief that:

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

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

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

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

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

OTHER APPLICABLE LAWS: The Grantee certifies that it will comply with all applicable federal laws, regulations, and orders, including the following:

- Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. 7104 and 2 CFR Part 175;
- Drug-Free Workplace Act of 1988, 412 U.S.C. 701, and related regulations at 44 CFR Part 17, which requires the Grantee to notify the Grantor if an employee of the Grantee is convicted of violating a criminal drug statute;
- Fly America Act of 1974;
- Executive Order 13166 regarding persons with Limited English Proficiency;
- Animal Welfare Act of 1966, 7 U.S.C. 2131;
- Clean Air Act of 1970 and Clean Water Act of 1977, 42 U.S.C. 7401 and related Executive Order 11738;
- Protection of Human Subjects for research purposes, 45 CFR Part 46;
- National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4331;
- National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4102, and regulations codified at 44 CFR Part 63;
- Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001;
- Coastal Wetlands Planning, Protection, and Restoration Act of 1990 and related Executive Order 11990; and
- USA Patriot Act of 2001, 18 U.S.C. 175.

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

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

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

The Grantee certifies and agrees that it will provide a drug free workplace by:

- A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

- C. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- D. Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Grantor: IL Emergency Management Agency

Grantee: City of Chicago, Office of Emergency Management and Communications

By: _____
Jonathon E. Monken, Director

By: 
Gary W. Schenkel, Executive Director

DATE: _____

DATE: 9-26-2012

By: _____
Kevin High, Chief Fiscal Officer

DATE: _____

By: _____
Jenifer Johnson, Chief Legal Counsel

DATE: _____

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