



**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.

<b>Department</b> The Office of Emergency Management and Communications (OEMC)	<b>Originator Name</b> Rosemary McDonnell	<b>Telephone</b> 746.9369	<b>Date</b> June 28, 2013	<b>Signature of Application Author</b> 
<b>Contract Liaison</b> Rosemary McDonnell	<b>Email Contract Liaison</b> rmcdonnell@cityofchicag o.org	<b>Telephone</b> 746.9369		

<b>List Name of NCRB Attendees/Department</b>	
Martin Ryczek, OEMC/CPD Frank Lindbloom, OEMC Rosemary McDonnell, OEMC Lisa Clark, OEMC	Lorel Blameuser, OEMC

**Request NCRB review be conducted for the product(s) and/or service(s) described herein.**  
Company: Motorola Solutions, Inc.

<b>Contact Person:</b> Joe Mayer	<b>Phone:</b> 847.343.4402	<b>Email:</b> joemayer@motorolasolutions.com
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**Project Description:** Vendor Limit Increase for PO 8873: Miscellaneous Motorola Radio Communication Equipment and Related Devices

<b>This is a request for:</b> <input type="checkbox"/> New Contract <b>Contract Type</b> <input type="checkbox"/> Blanket Agreement Term: ____ (# of mo) <input type="checkbox"/> Standard Agreement	<input checked="" type="checkbox"/> Amendment / Modification <b>Type of Modification</b> <input type="checkbox"/> Time Extension <input checked="" type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: 8873 Specification Number: 28728 Modification Number: 5
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<b>Department Request Approval</b>  DEPARTMENT HEAD OR DESIGNEE Gary Schenkel PRINT NAME 7-2-2013 DATE	<b>Recommended Approval</b>  BOARD CHAIRPERSON Richard Butler PRINT NAME 10-1-13 DATE
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**(FOR NCRB USE ONLY)**  
Recommend Approval/Date: 9-26-13  
Return to Department/Date: N/A  
Rejected/Date: N/A

Approved  Rejected  
  
CHIEF PROCUREMENT OFFICER  
DATE: 10/1/13



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

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

**Justification for Non-Competitive Procurement Worksheet**

**PROCUREMENT HISTORY**

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

The OEMC is requesting a Vendor Limit Increase (VLI) for PO 8873: "Miscellaneous Motorola Radio Communication Equipment and Related Devices." The OEMC is requesting \$4 million be added to this contract. The funding will be from FY 2011 Urban Areas Security Initiative (UASI) funding. This amount is required as it is used by multiple Departments and is a high volume contract. The following Departments will be making purchases from this contract:

1. Aviation: \$160,000 for both airports to purchase replacement mobile and portable radios
2. Streets and Sans: \$437,387.50 for the purchase 250 truck radios and 100 hand held radios for operational support to maintain communication.
3. OEMC, Chicago Police Department (CPD), and Chicago Fire Department (CFD)--[Public Safety]: \$3,600,000 needed for the completion of narrow banding of the Police Radio Network and completing the transition of the switchover to UHF fire digital from the Legacy VHF radio system.

The total amount that will be purchased from these Departments is \$4,197,387.50 This will be covered by the approved VLI and the current PO balance of \$1.3 million.

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

a. This request is for a vendor limit increase from an existing contract.

b. The Non-Competitive Review Board (NCRB) approved this contract in 2006 for 5 years. The original agreed amount was \$20,000,000. In December 2010 the OEMC presented to the NCRB for a time extension and vendor limit increase of \$4,000,000. The NCRB approved this and the PO limit was raised. In November 2011 the OEMC presented to the NCRB for a time extension and vendor limit increase of \$10,000,000. The NCRB approved this; the PO limit was raised to \$34,000,000 and the contract was extended to June 30, 2013. All increases were needed due to the critical services provided and the high volume usage.

The contract was recently extended to June 30, 2014.

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

This is an existing contract. At the time this was approved via the non-competitive process, Motorola was the only vendor that could provide the radios and platforms required by the City. Radios were needed for interoperability communications.

Technology has evolved since this time and this can now be put out as an RFP. The OEMC submitted paperwork for the RFP and is working on revisions. The new contract will be bid jointly with Cook County.

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).

This is an existing contract that was approved through the non-procurement process. Due to evolving technology for radio platforms, this type of contract can be competitively bid. The City is working on the new RFP.

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

a. This contract increase should be the final one needed under PO 8873. Future procurement objectives will be done through an RFP. Motorola was the original equipment manufacturer and sole provider of the City's



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requirements for replacement parts and factory repair services covered when this contract was first approved.

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

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

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

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

At the time the contract was approved via the non-competitive process, Motorola was the only vendor who had the capabilities of providing the radios and radio system that the City required. Since this time, technology has evolved, and there is more than 1 vendor that can provide radios and radio systems. The OEMC will do an RFP for a new radio contract.

**ESTIMATED COST**

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

The required increase is \$4 million, which will be paid using FY 2011 Urban Areas Security Initiative (UASI) funds. The amount is needed due to the high volume usage and the critical need for this contract.

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

The increase will be only for the remaining term on this contract, which was recently extended to June 30, 2014. The VLI and remaining PO balance of \$1.3 million will cover anticipated purchases by Departments, as mentioned above.

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.)

Projections were based on past usage by Using Departments as well as anticipated purchases, broken down by Department.

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.

There is a lot depending on this contract, mainly the ability to communicate during an emergency, which will be the difference between life and death. This contract is used by many Departments and is used for interoperable radio communication. Departments rely on radios for communication during events, including sporting events, political rallies/gatherings, traffic closures, and evacuation drills. Radio communication is a critical component of public safety and is crucial to the Public Safety Departments--OEMC, Chicago Police Department and Chicago Fire Department--during training/exercises and when responding to an emergency.

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

The OEMC contacted Motorola about a price reduction. Per Motorola, a price reduction is not available as many of these products have had price increases over the course of this contract, and additional reductions are not available at this time..

**SCHEDULE REQUIREMENTS**

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

This contract began July 1, 2007 and was a 5 year contract. The original contract end date was June 30, 2011.



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Section 3.19, "Contract Extension Option," allows the contract to be extended for three, one years. The OEMC has received approval for the first two extensions. The contract was recently extended to June 30, 2014.

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.

This does not apply.

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

CPD and CFD need additional money to complete the narrow banding of the Police Radio Network and completing the transition of the switchover to UHF fire digital from the Legacy VHF radio system

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

Any delay in competitive bidding could result in communication failure. CPD and CFD First Responders rely on communication during a crisis and any failure could result in the loss of lives.

The OEMC is moving forward with an RFP and has submitted the RFP packet to Procurement. OEMC is working on revising the documents.

**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.

This is not a Professional Services Contract.

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

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

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

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

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

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

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

Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts



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and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.

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

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?

All work is done by FCC licensed technicians who directly work for Motorola. The work cannot be done by another company due to the specialized and proprietary nature of the product.

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?

The current radio system platform is built on the Motorola functionality. Until a new RFP is advertised, the City must use radios and radio systems that integrate with this system. Motorola has the products and personnel required for this since it is their system.

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?

The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. This contract, covering replacement assemblies, accessory parts and related services, was established in 2006 to maintain the radio system.

Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.

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

This contract is also used extensively by multiple Departments including: Police, Fire, Streets & Sanitation, Health, Aviation and Water. The OEMC is the largest volume user.

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

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

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

This does not apply now. The OEMC is working on a new RFP.

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.



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All replacement parts under this contract must come from Motorola. See exclusive capability above.

OTHER

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



## 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.

<b>Current Date:</b> June 21, 2013		<b>Estimated Contract Award Date:</b> July 1, 2006	
<b>Department Name:</b> OEMC		<b>Contract Liaison:</b> Rosemary McDonnell	<b>Project Manager:</b> Martin Ryczek
<b>Requisition No:</b> 82441	<b>Specification No:</b> 28728	<b>Telephone:</b> 746.9369	<b>Telephone:</b> 746.9265
<b>PO No.:</b> 8873	<b>Modification No:</b> 5	<b>Email:</b> <a href="mailto:rmcdonnell@cityofchicago.org">rmcdonnell@cityofchicago.org</a>	<b>Email:</b> <a href="mailto:Martin.Ryczek@chicagopolice.org">Martin.Ryczek@chicagopolice.org</a>
		<b>Contract Liaison Signature</b> 	

**Project Description:** Miscellaneous Motorola Radio Communication Equipment and Related Service

**Funding:**

<b>City:</b>	<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

Project	Task	Type	\$ DOLLAR AMOUNT
P05820101215	582705.11JZ3A.0400.0000	220400	\$4,000,000

**Check One:**

New Contract Request  Modification or Amendment

**Purchase Order Information:**

**Contract Term: (No. of Years)** 60  
**Estimated Spend Value:** \$4,000,000  
**\*Grant Commitment/Expiration Date:** December 31, 2013

**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

<b>Purchase Order Type:</b>	<b>Contract Type:</b>	<b>Modification/Amendment Type:</b>
<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 checked="" type="checkbox"/> Commodity	<input checked="" 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)
<b>Procurement Method:</b>	<input 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:**

Emergency  Work Service  
 Non-Competitive Review Board (NCRB)  Joint Procurement  
 Information Technology Governance Board (ITGB)  
 GSA/US Communities  Reference Contract

**Innovative Procurement:**  
 Pilot Test

**Vendor Info:**  
**Name:** Motorola Solutions, Inc.  
**Email:** [joemayer@motorolasolutions.com](mailto:joemayer@motorolasolutions.com)  
  
**Address:** 1303 E. Algonquin Rd.  
 Schaumburg, IL 60156  
**Contact Person:** Joe Mayer  
**Phone:** 847.343.4402





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/07/2013

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)

<b>PRODUCER</b> Aon Risk Services Central, Inc Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363 0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co	
	<b>INSURER B:</b> Liberty Insurance Corporation	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier

**COVERAGES**      **CERTIFICATE NUMBER: 570050213412**      **REVISION NUMBER:**

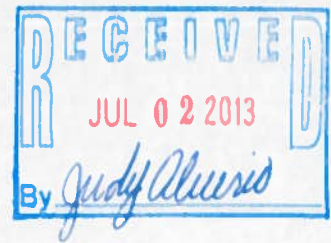
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	TB2641005169073	07/01/2013	07/01/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES EA ACCIDENT \$250,000 MED EXP - Any one person \$10,000 PERSONAL & ADJ INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOUND AGG \$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	Y	Y	AS2-641-005169-013	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY - Per person BODILY INJURY - Per accident PROPERTY DAMAGE - Per accident  EACH OCCURRENCE AGGREGATE
B	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WA764D005169083 All Other States	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B		N	N/A	WC7641005169093 OR, WI	07/01/2013	07/01/2014	EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570050213412

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Contract # 8873. Miscellaneous Motorola Radio Communications Equipment. City of Chicago is listed as an Additional Insured with respect to the General Liability and Automobile Liability policies on a Primary basis. Waiver of Subrogation is provided to the City of Chicago, its employees or elected officials with respect to the General Liability, Automobile Liability and Workers' Compensation Policies.

<b>CERTIFICATE HOLDER</b>  City of Chicago Department of Procurement Services City Hall Room 403 121 North LaSalle Street Chicago IL 60602 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>
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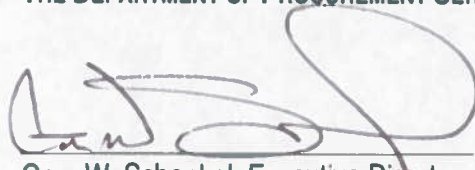


OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS  
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

Reference No.: 13-00217

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)

JUL 03 2013 

LC 7/3/13

DATE: July 2, 2013

SUBJECT: Contract Modification: Vendor Limit Increase  
**Miscellaneous Motorola Radio Communications  
Equipment and Related Devices**

Vendor: Motorola, Inc.  
Contract No.: 8873  
Specification No.: 28728  
Requisition: 82441

The Office of Emergency Management and Communications (OEMC) respectfully requests a vendor limit increase (VLI) in the amount of \$4 million for the above mentioned contract. The funding increase will come from Federal grant funds and local funds.

This contract is used by many Departments and is used for interoperable radio communications. Departments rely on radios for communication during emergency and non-emergency events, including sporting events, political rallies and gatherings, traffic closures, and evacuation drills. Radio communication is a critical component of public safety and is crucial to the Public Safety Departments. The OEMC, Chicago Police Department, and Chicago Fire Department utilize radio communications during trainings, exercises, and when responding to an emergency.



## OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS CITY OF CHICAGO

The OEMC is the lead Department for this contract. Various Departments use this contract, including Aviation (CDA), Animal Care and Control (ACC), Chicago Police Department (CPD), Chicago Fire Department (CFD), Cultural Affairs and Special Events (DCASE), Fleet and Facility Management (2FM), Public Health (CDPH), Streets and Sanitation, Transportation (CDOT), and Water Management (DWM).

There is approximately \$1.3 million left on this contract. However, this is a high volume contract and multiple Departments anticipate making purchases.

Following is a breakdown by Department of upcoming expenditures:

1. Aviation: \$160,000 for both airports to purchase replacement mobile and portable radios. The funding will come from Aviation's O'Hare funding strip 13.740.85.4005.0423.0423.
2. Streets and Sanitation: \$437,387.50 for the purchase of 250 truck radios and 100 handheld radios for operational support. The funding will come from Streets and Sanitation's corporate funding strip 13.0100.0812020.0423.220423.
3. OEMC, CPD, and CFD (Public Safety): \$3,600,000 needed for the completion of narrow banding the Police Radio Network and completing the transition of the switchover to UHF Fire Digital from the Legacy VHF radio system. The funding for these Departments will come from Federal grant dollars, Urban Areas Security Initiative (UASI) grant program, funding strip 11.0M14.0582705.0400.220400.11JZ3A.

The total anticipated purchases will be \$4,197,387.50. The VLI of \$4 million plus the PO balance is enough to cover these purchases.

In support of this request, please find the attached:

- 1) Non-Competitive Review Board (NCRB) Application
- 2) Signed Statement of Work
- 3) DPS Project Checklist
- 4) Requisition 82441
- 5) Motorola Exclusivity Letter
- 6) Motorola Quote
- 7) Approved DPS\_OBM Form
- 8) Schedules C1 and D1 and supporting Certification documentation
- 9) Supporting Documents from Aviation and Streets and Sanitation
- 10) Motorola Economic Disclosure



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS  
CITY OF CHICAGO

- 11) Motorola Certificate of Insurance
- 12) FY 2011 Urban Area Security Initiative Grant Agreement

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

Packet created by:

Rosemary McDonnell  
Grants Research Specialist

cc: John O'Brien, DPS Professional Services  
Frank Lindbloom, OEMC Administration  
Jonathan Lewin, OEMC/CPD IT  
Martin Ryczek, OEMC/CPD Radio Operations  
Natalie Gutierrez, OEMC Grants  
Lisa Clark, OEMC Contracts  
Lorel Blameuser, OEMC Contracts

Attachment(s)

**THE OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS (OEMC)  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT  
MOTOROLA INC. /GOVT. ENTERPRISE  
MISCELLANEOUS MOTOROLA RADIO COMMUNICATION EQUIPMENT  
and RELATED DEVICES  
PO 8873**

**SCOPE**

Under PO 8873, Motorola provides two-way voice radio and data equipment for the City of Chicago. The contract provides assemblies, accessory parts and related services to maintain the radio system. Motorola manufactures the individual component parts contained within the radio equipment. They also provide the factory depot repair services and engineering/field support services.

The OEMC is responsible for all radios, enhancements, upgrades and repairs for equipment used by the Chicago Police (CPD), Chicago Fire (CFD) and Emergency Medical Services (EMS) operations. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

Other Departments that use this contract include, but are not limited to, Streets and Sanitation, Finance, Aviation, and Transportation. The OEMC is the largest volume user.

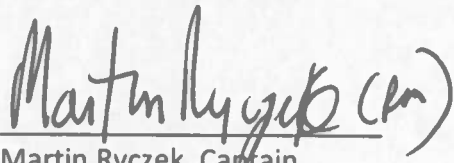
Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communication and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for CFD and CPD's emergency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

The additional funding will ensure that this contract remain viable through the anticipated new contract end date of June 30, 2014. This will allow the Departments to continue to use this contract, including new radios for the Chicago Police Department.

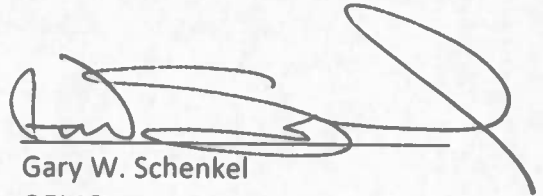
It is imperative that this contract maintain its funding level so as to be used by the City. Motorola has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. The equipment being supported is extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

**REVIEW AND APPROVAL "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.



Martin Ryczek, Captain  
CPD/OEMC  
Director of Radio Communications



Gary W. Schenkel  
OEMC  
Executive Director

**CITY OF CHICAGO  
 PRE-APPROVED  
 MODIFICATION / OVERRIDE REQUISITION**

**REPRINT**

<b>DELIVER TO:</b>  058- OEC1411 1411 W. MADISON Chicago, IL 60607	<b>REQUISITION:</b> 82441 For PO Number: 8873  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 58 - OFFICE OF EMERGENCY COMMUNIC <b>PREPARER:</b> Rosemary C Mc Donnell <b>NEEDED:</b> <b>PRE-APPROVED</b> 6/10/2013
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**REQUISITION DESCRIPTION**

OEMC VENDOR LIMIT INCREASE TO PO 8873: MISCELLANEOUS MOTOROLA RADIO COMMUNICATION EQUIPMENT AND RELATED DEVICES  
 SPECIFICATION NUMBER: 28728  
 Mod Reason: DOLLAR AMOUNT CHANGE

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	72578 OEMC VENDOR LIMIT INCREASE TO PO 8873	4,000,000.00	USD	0.00	0.00						
<b>SUGGESTED VENDOR:</b> MOTOROLA INC/GOV'T ENTERPRISE		<b>REQUESTED BY:</b> Rosemary C Mc Donnell									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	TOTAL COST
1	011	0M14	0582705	0400	220400	0000	00000000	11JZ3A	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>
<b>REQUISITION TOTAL:</b>											<b>0.00</b>

Motorola Solutions, Inc.  
224 S. Michigan Ave, 7<sup>th</sup> floor  
Chicago IL 60604

Tel. (847) 576-5000  
Fax (847) 538-6020

June 6<sup>th</sup>, 2013

Jamie L. Rhee  
Chief Procurement Officer  
City of Chicago

City Hall, Room 806  
121 N. LaSalle Street  
Chicago IL 60602

Re: Motorola Contract Number 8873  
Miscellaneous Motorola Radio Communication Equipment and Related Devices, Vendor limit increase.

Dear Ms. Rhee:

The City of Chicago uses communication system in which sophisticated levels of technical criteria are required. These levels of technical criteria are necessary to enable the various Department to communicate in an efficient and safe manner. All of the City's major public safety and public service 2-way radio systems comprise of Motorola radio infrastructure including the Police Zone, Citywide and Organized Crime Division radio systems, Fire Digital System, Chicago Department of Aviation (CDA) trunked radio systems, and the Department of General Services radio system. In addition, this includes the large investment of mobile and portable radio which are used by police, fire, traffic management, streets and sanitation, as well as radio dispatch consoles in use at CDA and OEMC. The fire digital system is a Motorola proprietary ASTRO 3.1 Conventional radio system. In addition, the CDA and Organized Crime Division systems are Motorola proprietary SMARTNET radio systems. The Organized Crime Division as well as five radio systems in use by the Chicago Department of Aviation use this technology. CDA also uses a Motorola Proprietary CENTRACOM Gold Elite dispatch console, and OEMC uses a MCC5500 dispatch console for Streets and Sanitation and Snow Command. In addition, the Chicago Department of Innovation and Technology, Department of Water, and Streets and Sanitation use Motorola broadband radio equipped handheld computers. The Chicago Police Department uses Motorola Mesh WiFi access point radios.


Motorola is the only vendor with a diverse array of infrastructure and subscriber products compatible with the existing infrastructure systems that will allow for the continued optimal operation today as well as provide flexibility and scalability for the future.

The Motorola products would allow the City to rapidly deploy additional assets as there would be essentially no learning curve. The City's Electrical Mechanics are already trained to install, service, program and maintain the systems, portable and mobile radio units. It would take a very large investment to equip the City's technical staff to support any other products. The City also has a very large investment in accessories that are only compatible with Motorola communications products.

Finally, pursuant to the City's request to increase the vendor limit of the 8873 contract, to the best of its knowledge and understanding, Motorola is in compliance with the terms and conditions of the contract 8873 and in compliance with the City's MBE/WBE goals of 16.9% and 4.5%, respectively, with indirect utilization. Refer to the attached schedules for details.

Please direct any correspondence to Joe Mayer, Account Manager, at (847) 343-4402.

Sincerely,



Scott Schoepel  
MSSSI Vice President  
Motorola Solutions, Inc.

CC: Frank Lindbloom, OEMC Finance Director; Rosemary McDonnell, OEMC Grants Research Specialist



Motorola Solutions, Inc.  
224 S. Michigan Ave, 7<sup>th</sup> floor  
Chicago IL 60604

Tel. (847) 576-5000  
Fax (847) 538-6020

June 18<sup>th</sup>, 2013

Jamie L. Rhee  
Chief Procurement Officer  
City of Chicago

City Hall, Room 806  
121 N. LaSalle Street  
Chicago IL 60602

Re: Motorola Contract Number 8873  
**Miscellaneous Motorola Radio Communication Equipment  
and Related Devices,  
Vendor Limit Increase**

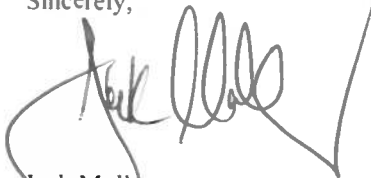
Dear Ms. Rhee:

Pursuant to the letter dated June 6<sup>th</sup>, 2013 with the same subject, Motorola will extend the current contract pricing and for a period of one year to accommodate the requested contract extension. The City's \$4 million increase is needed for the continuation of providing services to purchase equipment as listed in PO 8873.

A price reduction is not available as many of these products have had price increases over the course of this contract, and additional reductions are not available at this time.

Please direct any correspondence to Joe Mayer, Account Manager, at (847) 343-4402.

Sincerely,



Jack Molloy  
Corporate Vice President  
Motorola Solutions, Inc.

CC: Frank Lindbloom, Managing Deputy Director Administration, OEMC  
Rosemary McDonnell, OEMC Grants Research Specialist  
Lorel Blameuser, OEMC Contracts Coordinator

Section I: General Contract Information	
Department Name	The Office of Emergency Management and Communications (OEMC)
Department Contact Name	Rosemary McDonnell
Department Contact Number	746.9369
Department Contact Email	<a href="mailto:rmcdonnell@cityofchicago.org">rmcdonnell@cityofchicago.org</a>
Contract Number	PO#8873
Contract Subject Name	Miscellaneous Motorola Radio Communication Equipment and Related Devices
Contract Initiation Date	7/1/2006
Original Contract Amount	The original contract amount was \$20,000,000.00. Since this time, the OEMC has added funding that has raised the contract amount to \$34,000,000.
Original Contract Expiration Date	6/30/2011 <i>Current expiration July 31, 2014 6/30/14 LC</i>
Budgeted amount for current year	An average of \$3-\$4 million per year
Year to date expenditure	\$30,144,519.63
Are funds <input type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Corporate	
What is the funding strip?	We will add money from FY 2011 Urban Areas Security Initiative (UASI).  P05820101215-582705.11JZ3A.0400.0000-220400
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes. The additional \$4M will be enough to maintain this contract through the new contract end date of June 30, 2014. This amount will cover all using Departments; therefore, the OEMC is not requesting supporting documentation from those Departments.
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$4 million
New total contract amount	\$38 million


New contract expiration date	Upon approval, the contract end date will be June 30, 2014.
Goods/services provided by this contract	<p>Contract 8873 was a non-competitive bid awarded to Motorola. The contract is for the purchase of radios and related equipment including accessories, parts, maintenance, installation and repair.</p> <p>Participating Departments: Aviation, Animal Care and Control, Chicago Police Department, Chicago Fire Department, Cultural Affairs and Special Events, Fleet and Facility Management, Public Health, Streets and Sanitation, Transportation, and Water Management.</p>
Justification of need to modify this contract	The vendor limit increase will enable the City to continue purchasing radios and radio parts through June 30, 2014.
Impact of denial	If denied, the City would have no means to purchase neither radios nor radio parts. These radios are essential daily operational communication equipment utilized by all City departments. It is critical to have a method to procure the maintenance of these radios. Since the Superintendent of Police has deployed more Police to City's streets, CPD and OEMC must have the equipment equipped for their use and more important their safety.
<b>Section III. Issue a Request for Services to a Master Consulting Agreement</b>	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	\$0.00
Expiration date of planned task order request	N/A
Scope of services	N/A
Justification of need to issue request for services	N/A
Impact of denial	N/A
<b>Section IV: Assessment of Office of Budget and Management Analyst</b>	
Approve/Deny	Reason:
Approve	Necessary to continue maintenance and repairs of City radios.
OBM Analyst Initials	BD
OBM Analyst Name/number	Benjamin Dieterich 312. 744.6142



DEPARTMENT OF STREETS AND SANITATION  
CITY OF CHICAGO

DATE: June 27, 2013

TO: Jamie L. Rhee  
Chief Procurement Officer  
Department of Procurement Services

FROM:   
Charles L. Williams  
Commissioner

RE: SPECIFICATION # 28728 - MISCELLANEOUS MOTOROLA RADIO COMMUNICATION EQUIPMENT AND  
RELATED DEVICES  
PO# 8873 - MOTOROLA INC./GOV'T ENTERPRISE  
MODIFICATION: VENDOR LIMIT INCREASE

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The Department of Streets and Sanitation ("DSS") will have a need to utilize the Urban Areas Security Initiative Grant to procure Mobile radios for operational support from the above mentioned term agreement. DSS has estimated that \$ 577,348.75 will be needed to procure an additional 395 Truck Mounted Radios and 100 Hand Held Radios.

Hand Held and Truck Mounted Radios are needed to needed to insure the department has access to communication equipment to perform daily operations and to monitor personal/operations to insure their safety and well-being. Failure to provide these radios may impact response times and the accuracy of responses to emergencies.

For additional information, please contact Michele Gamble, Contract Coordinator (312) 744-4667.

Thank you in advance



CHICAGO DEPARTMENT OF AVIATION  
CITY OF CHICAGO

MEMORANDUM

To: Gary Schenkel  
Executive Director, OEMC

Attention: Rosemary McDonnell,  
Grants Research Specialist

From: Rosemarie S. Andolino  
Commissioner

Subject: Request for CDA's Inclusion a Vendor Limit  
Increase Modification  
Miscellaneous Motorola Radio Communication  
Equipment and Related Supplies  
Vendor: Motorola Inc/Government Enterprise  
PO Number: 8873  
Specification Number: 28728  
Current Expiration Date: 6/30/14

RSA 6/28/13  
9

The Chicago Department of Aviation (CDA) requests inclusion on the citywide vendor limit increase that the office of Emergency Management and Communications (OEMC) is initiating.

The CDA estimates its usage of this contract through expiration will be \$160,000. The CDA utilizes this contract to purchase new and replacement mobile and portable radios and associated parts. Given the importance of communication between operation, first responder and facility staff, it is imperative to have operable radios.

If you have any questions or need additional information please David Bowman at 773-686-7089.

Thank you.



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 Street, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2011 Homeland Security Grant Program, Urban Area Security Initiative, CFDA #97.067.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$32,006,001.00 for the period from September 1, 2011, to December 31, 2013. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement and applicable grant guidance. This period of award may be amended by the Grantee if there is a delay in the release of these funds from the Federal Government or reasonable delays in the completion of the activities outlined in Part III – Scope of Work.

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

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

### **PART II - Term**

The term of this Grant Agreement shall be from September 1, 2011, to December 31, 2013.

### **PART III - Scope of Work**

The FFY 2011 UASI program is intended to enhance regional preparedness efforts and enhance homeland security capacity. All program deliverables and capacity enhancements are tied directly to the Investment Justification submitted by the Grantee and approved by the Federal Emergency Management Agency, Grant Programs Division (GPD). The Grantee must use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region.



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

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

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

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$32,006,001.00**.

#### **PART V - Terms and Conditions**

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

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

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

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

**METHOD OF COMPENSATION:** The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2013**. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

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

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

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

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

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



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

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

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

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

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

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**POSSESSION OF EQUIPMENT:** Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and

dispose of equipment acquired under a Federal grant in accordance with Federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

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

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

**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.

#### **PART VI – Special Conditions for 2011UASI**

**EHP Assessment.** Pending approval of all required Environmental and Historic Preservation (EHP) assessments, \$6,283,348.00 of these grant funds are being held on Special Condition. The Grantor transfers this requirement to the Grantee, allowing up to six months after execution of this Agreement for completion, submission to the Grantor, and approval by FEMA of the Screening Memos and any other required supporting documents for the two projects (The O'Hare Terminal camera surveillance project (\$1,913,348.00) and Operation Virtual Shield (\$4,370,000.00)) for which EHP assessments are a requirement.

**Establish the UAWG.** The Grantee shall define membership in the UAWG which provides either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement) that comprise the defined Urban Area. *It must also be inclusive of local MMRS and Citizen Corps Council representatives.* The UAWG shall also support State efforts to develop or revise the State Preparedness Report particularly as it relates to UASI activities. An overview of the UAWG structure and the most current list of members and their associated jurisdictions must be provided to the Grantor.

**Governance (UA Charter).** The UAWG shall be responsible for coordinating the development and implementation of all program initiatives. The UAWG shall ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be on file with the Grantor prior to drawing down FFY2011 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program.

**UASI Allocation of funds.** The use and allocation of all grant funds available through the FFY 2011 UASI program must focus on the Investments identified in the Urban Area's Investment Justification and the implementation of the validated Urban Area Homeland Security Strategy. The use of funds must also be consistent with the State Homeland Security Strategy, the State Preparedness Report, the National Preparedness Guidelines, Target Capabilities List (TCL) and UASI program guidelines. Funds used to support Citizen Corps related efforts, such as citizen preparedness, volunteer participation, and the integration of nongovernmental resources should be coordinated with Citizen Corps Councils. The UAWG, in coordination with the Grantor, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations within the 45-day time period allotted for the State to obligate funds to subgrantees or the SAA (Grantor) must make the allocation determination.

**Urban Area Homeland Security Strategy.** Urban Areas must utilize their Urban Area Homeland Security Strategy as the basis for requesting funds to support Investments identified in their UASI IJ. There must be a clear correlation between the goals, objectives, and priorities identified in the Urban Area Homeland Security Strategy and proposed FFY 2011 UASI program activities. In addition, the Urban Area Homeland Security Strategy must also be consistent with and supportive of the State Homeland Security Strategy. All Urban Areas receiving funding in FFY 2011 must have an approved Urban Area Homeland Security Strategy. The Grantee shall provide the Grantor a revised Urban Area Strategy prior to drawing funds.

#### **PART VII – Assurances**

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

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

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

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

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

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

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

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

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

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

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

#### **PART VIII - Certification**

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

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

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

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

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

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

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 36-6005820 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee has filed with the Internal Revenue Service as a (please check one):

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

### Part IX - Drug Free Certification

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

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and



(B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Grantor: IL Emergency Management Agency

By:   
Jonathon E. Monken, Director

DATE: 2/28/12

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

By:   
Gary W. Schenkel, Executive Director

DATE: 2-9-2012

By:   
Todd Miller, Chief Fiscal Officer

DATE: 2/23/12

By:   
Jenifer Johnson, Chief Legal Counsel

DATE: 2/24/12

11UASICHIC



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 43642

Certificate Printed on: 05/22/2013

Date of This Filing: 05/22/2013 10:29 AM

Original Filing Date: 05/22/2013 10:29 AM

Disclosing Party: Motorola Solutions, Inc  
Filed by: Mr. Samuel Joseph Mayer

Title: Account Executive

Matter: Extension of Contract #8873:  
"Miscellaneous Motorola Radio  
Communications Equipment and Related  
Devices" contract.

Applicant: Motorola Solutions, Inc

Specification #: 28728

Contract #: 8873

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

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

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

Name of Project/Contract: 8873  
 Specification Number: 28728

From: Kayhan International  
(Name of MBE/WBE Firm)

MBE: Yes  No   
 WBE: Yes  No

To: Motorola Solutions, Inc. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

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

Sole Proprietor  Corporation  
 Partnership  Joint Venture

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

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

Indirect - Furniture  
 \_\_\_\_\_  
 \_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:  
\$180,000 - 4.5%  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

Kayhan Kelly  
(Signature of Owner or Authorized Agent)  
KAYHAN KELLY - PRES K.E.O.  
Name/Title (Print)  
6-5-13  
Date  
847.843.5060  
Phone



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

September 4, 2013

Kayhan Heilriegel  
Kayhan International, Ltd.  
1475 East Woodfield Road, Suite 104,  
Schaumburg, IL 60173-5466

Email: [kayhan.heilriegel@kayhan.com](mailto:kayhan.heilriegel@kayhan.com)

Dear Ms. Heilriegel,

This letter is to inform you that the City of Chicago has extended your status as **Women Business Enterprise (WBE) until December 1, 2013**. 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,

Denise Williams  
Compliance/Certification Manager

DW/at



hereby grants

# National Women's Business Enterprise Certification to KAYHAN INTERNATIONAL, LIMITED

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

*Hedy M. Ratner*

Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President  
Women's Business Development Center - Chicago



Expiration Date: 01/31/2014  
WBENC National Certificate Number: 234868

NAICS Codes: 423210

UNSPSC Codes: 56101700



## Vendor Profile: Certifications

[Help & Tools](#)

Business Name: **Kayhan International, Ltd.**

[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) |

[Comments](#) | [Reviews](#) | **[Certifications](#)** | [Contracts](#) | [Concessions](#) | [Site Visits](#) |

[New Detailed Record](#)
[New Simple Record](#)

### Current Certifications ?

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
WBE	No Change Affidavit	4/4/2013	9/1/2013	9/1/2013	City of Chicago	Sonia Larkin	<a href="#">View</a> <a href="#">Edit</a>

### Applications ?

Status	Application Number	App Type	Organization	Dates	Contact	Actions
<b>Processing Complete, Decision Made</b>	2389217	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 8/27/2012 Submitted: 8/28/2012 Received: 2/9/2013	Hennie Bobulski	<a href="#">View</a>
<b>Incomplete</b>	5811250	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 5/7/2013	Hennie Bobulski	-

### Other Certifications ?

Status	Type	Action	Action Date	Cert Dates	Organization	Reviewer	Actions
<b>Deactivated</b>	WBE	No Change Affidavit	4/4/2013	Cert: 9/14/2011 Renew: 10/1/2012 Exp: 9/1/2013	City of Chicago	Felicia Hinton	<a href="#">View</a> <a href="#">Edit</a>
<b>Deactivated</b>	WBE	Recertification/ Renewal/ Annual	9/14/2011	Cert: 9/14/2009 Renew: 9/1/2011 Exp: 9/1/2013	City of Chicago	Desiree Smith	<a href="#">View</a> <a href="#">Edit</a>
<b>App. Closed</b>	WBE	No Change Affidavit	7/11/2011	-	City of Chicago	Michelle Ringold	<a href="#">View</a> <a href="#">Edit</a>
<b>Deactivated</b>	WBE	New	10/5/2009	Cert: 9/1/2008 Renew: 10/1/2009 Exp: 9/1/2013	City of Chicago	Desiree Smith	<a href="#">View</a> <a href="#">Edit</a>

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

Name of Project/Contract: 8873  
Specification Number: ~~8828~~ 28728

From: BoB Maintenance  
(Name of MBE/WBE Firm)

MBE: Yes  No   
WBE: Yes  No

To: Motorola Solutions, Inc. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

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

Sole Proprietor  Corporation  
 Partnership  Joint Venture

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

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

Indirect - janitorial services  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:  
\$676,000 - 16.9%  
\_\_\_\_\_  
\_\_\_\_\_

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

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

*Silverio Osorio*  
(Signature of Owner or Authorized Agent)  
SILVERIO OSORIO president  
Name/Title (Print)  
6/5/13  
Date  
847-550-6060  
Phone



20 SOUTH CLARK STREET  
SUITE 300  
CHICAGO, IL. 60603  
312.582.1605 DIRECT  
312.580.1200 MAIN  
312.580.1201 FAX  
mbelongia@ralaw.com  
www.ralaw.com

January 25, 2013

**VIA OVERNIGHT DELIVERY**

Department of Procurement Services  
Attn: Supplier Diversity Program  
121 N. LaSalle Street, Suite 403  
Chicago, Illinois 60602

Re: B and B Maintenance, Inc.  
Our File No. 126910.0001

Dear Sir or Madam:

Please be advised that we represent B and B Maintenance, Inc., who was previously granted MBE status with the City of Chicago. This correspondence, the enclosures herein and B&B Maintenance Inc.'s check in the amount of \$250.00 serve as B and B Maintenance, Inc.'s Application for Certification of its MBE status.

Please contact our office with any additional requests or questions regarding these matters. Thank you.

Very truly yours,

ROETZEL & ANDRESS

Mark D. Belongia

MDB/ms  
Enclosures

cc: Silverio Osorio w/ enclosures





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

July 19, 2013

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

Email: [sosorio@bandbmaint.com](mailto:sosorio@bandbmaint.com)

Dear Mr. Osorio,

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE)** until **October 1, 2013**. 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

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist	PETER N. SILVERIO	9th Dist
ROBERT STEELE	2nd Dist	BRIDGET GAINER	10th Dist
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		ELIZABETH ANN DODDY GORMAN	17th Dist



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

March 1, 2011

Mr. Silverio Osario, President  
B & B Maintenance, Inc.  
537 Capital Drive  
Lake Zurich, Illinois 60047

Annual Certification Expires: March 1, 2012

Dear Mr. Osario:

Congratulations on your continued eligibility for Certification as a MBE(9) by Cook County Government. This MBE(9) Certification is valid until March 1, 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by March 1, 2013.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(9) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Janitorial Services

Your firm's participation on Cook County contracts will be credited toward MBE(9) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(9) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall  
Director  
LH/gb

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

Contract Name 8873  
Specification No. 28728

State of Illinois

County (City) of Cook (Chicago)

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

Motorola Solutions, Inc  
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

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

**I. 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 certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. 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 and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*(see next page)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
5. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
6. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

SCHEDULE D-1  
Affidavit of MBE/WBE Goal Implementation Plan

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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:

A. Name of MBE/WBE: B&B Maintenance  
Address: 537 Capital Drive, Lake Zurich, IL 60047  
Contact Person: Silverio Osorio Phone: (847) 550-6060  
Dollar Amount Participation \$ 676,000  
Percent Amount of Participation: 16.9 %  
Schedule C-1 attached? Yes X No \_\_\_\_\_ \*

B. Name of MBE/WBE: Kayhan International  
Address: 1475 E. Woodfield Rd, Suite 104, Schaumburg, IL 60173  
Contact Person: Kayhan Hellriegel Phone: (847) 843-5060  
Dollar Amount Participation \$ 180,000  
Percent Amount of Participation: 4.5 %  
Schedule C-1 attached? Yes X No \_\_\_\_\_ \*

C. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

D. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

E. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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**III. Summary of MBE/WBE Proposal:**

**A. MBE Proposal**

**1. MBE Direct Participation (from Section I.)**

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation</b>	<b>\$ 0</b>	<b>0</b>

**2. MBE Indirect Participation (from Section II.)**

MBE Firm Name	Dollar Amount	Percent Amount
<u>Bob Maintenance</u>	<u>\$ 676,000</u>	<u>16.9</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation</b>	<b>\$ 676,000</b>	<b>16.9%</b>

**B. WBE Proposal**

**1. WBE Direct Participation (from Section I.)**

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct WBE Participation</b>	<b>\$ 0</b>	<b>0</b>

**2. WBE Indirect Participation (from Section II)**

WBE Firm Name	Dollar Amount	Percent Amount
<u>Kayhan International</u>	<u>\$ 180,000</u>	<u>4.5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect WBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

SCHEDULE D-1  
Affidavit of MBE/WBE Goal Implementation Plan

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Megan Stock Phone Number: (847) 576-4377

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Scott Schoepel  
Signature of Affiant (Date)

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on June 6, 2013 (date)

by Scott Schoepel

(name /s of person/s)

as MSSI Vice President

(type of authority, e.g., officer, trustee, etc.)

of Motorola Solutions, Inc.

(name of party on behalf of whom instrument was executed).

Elizabeth Nowak  
Signature of Notary Public

(Seal)

