



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

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

Department Office of Emergency Management and Communication	Originator Name Zachary Williams	Telephone 312-746-9236	Date June 28, 2016	Signature of Application Author
Contract Liaison Rosemary McDonnell	Email Contract Liaison rmcdonnell@cityofchicago.org	Telephone 312.746.9369		

List Name of NCRB Attendees/Department	
Zachary Williams, OEMC Frank Lindbloom, OEMC Lisa Clark, OEMC Rosemary McDonnell, OEMC	Lylianis Gonzalez, OEMC

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

Company: Northrop Grumman Systems Corporation

Contact Person: John Kouri	Phone: 703-556-1351	Email: john.kouri@ngc.com
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Project Description: New contract with Northrop Grumman Systems Corporation: "Altaris®Gold CAD Maintenance"-- for the OEMC 9-1-1 Center's Computer Aided Dispatch (CAD) System

<p>This is a request for:</p> <p><input checked="" type="checkbox"/> New Contract</p> <p><u>Contract Type</u></p> <p><input checked="" type="checkbox"/> Blanket Agreement Term: <u>24</u> (# of mo)</p> <p><input type="checkbox"/> Standard Agreement</p> <p>Base contract-24 months. Option to extend for additional 12 months.</p>	<p><input type="checkbox"/> Amendment / Modification</p> <p><u>Type of Modification</u></p> <p><input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change</p> <p>Contract Number: _____</p> <p>Specification Number: <u>206684</u></p> <p>Modification Number: _____</p>
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<p>Department Request Approval</p> <p></p> <p>DEPARTMENT HEAD OR DESIGNEE _____ DATE <u>8-9-16</u></p> <p><u>Alicia Tate-Nadeau</u></p> <p>PRINT NAME</p>	<p>Recommended Approval</p> <p></p> <p>BOARD/CHAIRPERSON _____ DATE <u>8-9-16</u></p> <p><u>Rich Butler</u></p> <p>PRINT NAME</p>
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(FOR NCRB USE ONLY)
Recommend Approval/Date: <u>8-9-16</u>
Return to Department/Date: _____
Rejected/Date: _____

Approved Rejected

CHIEF PROCUREMENT OFFICER _____ DATE 8/10/16



**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.

Northrop Grumman Systems Corporation (formerly Northrop Grumman Information Technology, which was formerly PRC Public Sector, Inc.) has been responsible for furnishing the hardware and developing certain proprietary computer software and related system integration and maintenance for the CAD system for the City's 9-1-1 System since September 1995. The original Agreement (dated April 22, 1993) was between the City and Fluor Daniel, Illinois, Inc. which was acquired by PRC. The Altaris software is at the core of the CAD System's functionality, and was proprietary to PRC. PRC has now been acquired by Northrop Grumman, which now has proprietary rights to the Altaris software.

In 2006, the Non-Competitive Review Board (NCRB) approved a request from OEMC to enter into a contract with Northrop Grumman for the hardware/software maintenance for the CAD system. The terms of the contract were a seven (7) year contract with the option of three (3), one (1) year extensions, for a total of \$91,800,000.

Contract 13270 was executed with approval from the Non-Competitive Review Board (NCRB) in October, 2016. The contract, now PO 28821 (due to the name change to Northrop Grumman Systems Corporation) expires October 19, 2016.

In September of 2014, the Office of Emergency Management and Communications, (OEMC), in conjunction with the Department of Innovation and Technology (DoIT) advertised a Task Order for the analysis of the City's Computer Aided Dispatch (CAD) system. The Task Order was awarded to Clarity Partners, LLC for about \$500,000, and approved by the Department of Procurement Services (DPS) in January 2015. Immediately after DoIT issued the Notice to Proceed, Clarity Partners and their affiliates began analyzing the CAD system thru a variety of methods.

Clarity Partners' deliverable on the Task Order were to evaluate the CAD system, report their findings, and draft a Request for Proposal (RFP) to be used by OEMC for the replacement and maintenance of a new CAD system. Upon the completion of Clarity Partners analysis, it was clear to OEMC that we could undertake a new Request for Proposal but would have to phase out the Northrop Grumman platform while leaving all services intact and fully functional. This would take time and subject matter experts. Much time would be devoted to developing the RFP, and during the course of this, PO 28821 was to expire. The risk was too great of a failure post- PO 28821, and therefore, OEMC knows that a short term contract to maintain current operations is in the best interest of the City.

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

This is a request for a new contract for continuation of services for the hardware and software maintenance for the Altaris@Gold CAD System. This requirement is currently being fulfilled by contract number 28821 (formerly PO 13270) with Northrop Grumman Systems Corporation. The contract expires October 19, 2016.

3. Explain attempts made to competitively bid the requirement. (attach copy of sources contacted.)

The competitive bid process has not been attempted in the last 20 years because of the complexity of this technology platform and during the contract development, no other vendor could provide the platform that the OEMC required. The current CAD system manages the City's 9-1-1 calls and operations, and a full system changeout could cause system failure. There are new companies on the market that may be able to provide the services we require, but phasing out one system to a new system takes much time and resources. It is imperative to maintain the current system, with no downtime, while any system is changed over. A short term contract will allow the OEMC for continuity of operations while we undertake the RFP and implement a new system if the awarded vendor is not Northrop Grumman. The OEMC is requesting a continuation of services for two (2) years, with the option to extend for an



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additional one (1) year.

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.

In 2015, the OEMC employed Clarity Partners to do a complete review of the current state of the City of Chicago CAD system, including technical aspects, operational procedures and requirements, future needs, interoperability, and other functionality variables. This review produced a number of draft documents outlining, among other things, the core requirements of a new CAD system, a full review of our current full CAD and mobile CAD client (used by First Responders), and an inventory of the data reports needed by the various departments that interact with the CAD daily. LR Kimball, one of the nations' foremost experts in Public Safety systems, was brought on to serve as subject matter experts for the review.

This comprehensive assessment provided the OEMC with the foundation it needed to develop a Request for Proposal (RFP), which we are working on. The RFP will not be ready by contract 28821's end date of October 16, 2016 and there is too much risk with letting services lapse.

At this time, OEMC MUST maintain continuity of operations for the CAD 9-1-1 system. Otherwise there will be no means to dispatch First Responders to a location in the event of an emergency. A downed system could result in severe injury or death, which would have catastrophic repercussions for the City.

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

The current request is for a two (2) year contract with the option to extend for an additional one (1) year. This will allow for continuity of operations in the 9-1-1 Center while the OEMC undertakes the RFP process. Northrop Grumman's expertise is integral to the City of Chicago's public safety system.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

The OEMC is working on a Request for Proposal for a new contract. We were able to do this based on the comprehensive assessment by Clarity Partners of our CAD system.

ESTIMATED COST

1. What is the estimate cost for this requirement for each contract, if multiple awards are contemplated? What is the funding source?

The estimated cost for this project is \$17,061,233.39. The funding will be from both Corporate dollars and Federal grant dollars--Urban Areas Security Initiative, various years.

2. What is the estimated cost by fiscal year?

The estimated cost per year is \$5,687,077.80.

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 estimates, etc.)

Northrop Grumman's costs are based on previous usage with estimated future costs. In addition, the OEMC is adding Mobile Maintenance, which will increase the costs accordingly. This plan will allow the City to maintain current services (with the added mobile maintenance) for the contract duration. This approach will greatly reduce systems failures

Northrop Grumman will provide onsite Subject Matter Experts (SME) for the ongoing maintenance for our Altaris@Gold CAD platform and related systems. These onsite SMEs are already familiar with City of Chicago's 9-1-1 Operations processes and will significantly reduce problems or gaps in the process of adopting a new system. It is imperative that the CAD System be properly functioning at all times, as the CAD is the vital system to the OEMC's mission of public safety. The CAD also provides daily support for both Chicago Fire Department (CFD) and the Chicago Police Department (CPD) first responders, and is crucial to the City of Chicago to provide safety and quick response to citizens in need of help. Additionally, the CAD is used by many departments to provide data for both



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reporting functions as well as operational analysis.

The City's current Altaris@Gold CAD system is a highly customized solution.

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.

- Network costs – The current CAD network is completely separated from any other City networks by design. This network was designed by and is maintained by Northrop Grumman, with secure interfaces to many other needed applications such as Hot Desk, Safetypad, etc. The OEMC will use Northrop Grumman to maintain a platform that is already in place, so cost increases will be based on the increased cost of labor and equipment. However, changing to a new system under a different vendor would be very costly in the short term. The OEMC has identified and allocated costs for the next 3 years, and we are working on future projected costs for a potential new system, depending on what vendor is awarded the new contract.
- Additional training costs – The 9-1-1 Operations Floor, as well as Chicago Police Department and Chicago Fire Department end users, have used the current Northrop Grumman CAD for over 20 years. While some re-training would be necessary, a full blown training is not needed since the new contract maintains existing services. Additional training would be needed for the added mobile maintenance.
- Interoperability costs (eg – cameras, LEADS, HotDesk) – Northrop Grumman has already built interfaces into a number of systems used every day by CAD end users. That interoperability will automatically be included going forward with the new contract, since it maintains existing services. Any such interoperability would have to be analyzed, designed, and implemented for a completely new CAD system by a new vendor.
- Data conversion costs – If the city were to purchase a completely new CAD system, it would mean a complete new back end, including the database and data warehouse. Significant costs would be associated with migrating all of the historical data needed for both 9-1-1 call taking as well as reporting. Even with those costs, the end users would experience a loss in functionality in terms of historical data when transferring to a new system. At this time, the OEMC is working on cost projections for a potential new system, but this is dependent upon the proposals received during the RFP process.
- Knowledge of OEMC processes and history – Because of Northrop Grumman's history with the City of Chicago and 9-1-1 operations here, they have infinitely more knowledge surrounding our day to day procedures than any new vendor could provide. This knowledge is essential in understanding the needs of the city, specifically in terms of 9-1-1 response.

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

In addition to the short-term savings outlined above, the costs for maintaining the current system are less than a new system. The current CAD contract expires in October, 2016. With any other 3rd party solution, the City would be forced to pay to keep the current system running for the entirety of the implementation of a new system, while also paying for the new system. That alone will save the City nearly \$5 million each year.

SCHEDULE REQUIREMENTS

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

The OEMC has been exploring the possibility of a new CAD for several years. More specifically, the OEMC employed Clarity Partners in 2015 to undertake a full CAD review in preparation for a possible RFP for a new CAD. This review lasted over 6 months, and produced many important summary documents of what the City of Chicago currently has in terms of CAD, what could potentially be included for a future CAD, and an overview of other CAD installations across the country. Clarity Partners interviewed and researched a sample of every end user of the current CAD in an effort to understand the business processes the City of Chicago currently uses. This was also done to help identify possible improvements that could be made by a Next Generation CAD system.

The current contract with Northrop Grumman is set to expire in October of 2016. The OEMC's request offers a short term solution to maintain operations without excessive costs. The same reliable network would be maintained, as well as the current storage and data warehousing.



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2. Is lack of drawing 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.

No, lack of drawing and/or specifications is not a constraining factor to competitive bidding. When the contract was first implemented, Northrop Grumman was the only vendor that could develop the platform meeting the OEMC's needs. In the 20 years since development of the platform, there are now other vendors who could potentially provide the OEMC a CAD system. The OEMC is working on a new RFP, but a new contract could be 2+ years away. We must maintain the current level of service while the RFP is in process.

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

Under this new contract, the City will maintain current level of performance with no interruption in service. The OEMC is requesting a contract for two (2) years, with the option to extend for an additional one (1) year. This will allow us time to undertake the RFP process and identify a vendor who can provide the CAD systems that OEMC needs.

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

With a system the size of the CAD, the competitive bid process (RFP) will be lengthy, and a new contract will not be in place by October 2016. In addition, if a new vendor is selected then the implementation process to the new system will be an enormous task to undertake. Data migration must be considered, as well as complete re-training, network costs, and other factors that could negatively affect the CAD system. This could result in a very complicated system for our users. Any system failure would negatively impact public safety.

Our research also shows that historically, new CAD system implementations have consistently run well over timelines and over budget. While cost is certainly a concern, the CAD system is integral in the safety of the citizens of the City of Chicago.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional 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.

Northrop Grumman is one of the industry leaders in the public safety system industry. The City currently uses the Northrop Grumman Altaris@Gold CAD. Northrop Gruman knows the City's requirements and future needs. They have provided the City with a support team at OEMC for the entirety of the contract. See attachments for the cost proposal and the scope of services.

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

Specific to Chicago, they have provided the city's CAD for over 20 years and are intimately familiar with not only the City of Chicago's processes, but many of the end users of the CAD system. They have provided the City with a support team at OEMC for the entirety of the contract, something that cannot be guaranteed were the City of Chicago go out to bid for a new system and vendor. Many of the onsite personnel are very familiar with the 9-1-1 operations and floor procedures, something that is essential in providing the best support possible to such a system. In addition to the CAD system, Northrop Grumman designed, built, and has maintained the CAD network for the City of Chicago. Support for that network or the building of a new network would come at a considerable cost for any new potential vendor.

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?

Northrop Grumman is one of only a handful of vendors that has demonstrated the capability to handle a CAD system with the size and scope of the City of Chicago. At the time of implementation, Northrop Grumman was the only vendor that could provide the OEMC with a customized CAD system that would meet our needs.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized



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nature which is vital to the job?

This does not apply.

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 cost to the City?

In addition to the network and implementation risks that can be avoided with Northrop Grumman's expertise, the cost of training cannot be overlooked. The end users are already very familiar with a Northrop Grumman system, and the onsite support staff of Northrop Grumman has worked with the end users in the city for over 20 years. They understand the way the end users work, what they want, and the easiest and most efficient ways to get there. They have also earned the trust of many of the end users both on the 9-1-1 operations floor as well as in the field (first responders).

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?

The OEMC is procuring maintenance services for this contract. The current system, Altaris®Gold CAD, will have continuous maintenance during this contract.

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.

OTHER

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



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.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

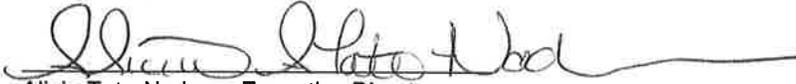
Reference No: 16-001118

THE OFFICE OF THE EXECUTIVE DIRECTOR

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

Richard Butler, First Deputy Procurement Officer
Department of Procurement Services (DPS)

FROM:


Alicia Tate-Nadeau, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: June 29, 2016

SUBJECT: Altaris@Gold CAD Maintenance
New Contract Request
Req.: 118141 Specification: 206684 PO: N/A

The Office of Emergency Management and Communications (OEMC) is respectfully submitting this package to the Non-Competitive Review Board (NCRB) for review and approval of a new contract with Northrop Grumman Systems Corporation. The current contract, PO 28821, expires October 19, 2016. This request is for a new contract for maintenance of the Altaris@Gold CAD Platform. The CAD System provides a critical role in the OEMC's mission of public safety and support for The Chicago Fire Department (CFD) and The Chicago Police Department (CPD).

These services are currently provided by Northrop Grumman Systems Corporation under PO 28821: (formerly PO: 13270), and is set to expire without any extension options on October 19, 2016. The current contract was approved and awarded by the Non-Competitive Review Board in October of 2006.

The OEMC is requesting approval from the NCRB board to enter into a new two (2) year contract with the option to extend for an additional one (1) year. The OEMC is working on a Request for Proposal (RFP) for a long term contract solution.

The new contract allows Northrop Grumman to continue to maintain the current CAD System (Altaris@Gold) with uninterrupted performance. It also incorporates mobility maintenance.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

HISTORY

The Hardware/Software Maintenance for the Altaris®Gold CAD is and will be an ongoing requirement. This requirement is currently being fulfilled by contract number 28821 (formerly PO 13270) with Northrop Grumman Systems Corporation.

Northrop Grumman Systems Corporation (formerly Northrop Grumman Information Technology) has been responsible for furnishing the hardware and developing certain proprietary computer software and related system integration and maintenance for the Computer Aided Dispatch (CAD) System for the City's 911 System since September 1995. The Altaris® software is at the core of the CAD System's functionality.

In 2006, the Non-Competitive Review Board (NCRB) approved a request from OEMC to enter into a contract with Northrop Grumman Systems Corporation for the hardware/software maintenance for the CAD System. The terms of that contract were to be a seven (7) year term with the option of three (3) - one (1) year extension options for a total of \$91,800,000. This contract will expire in October of 2016.

SCHEDULE OF COMPENSATION

The anticipated costs will be \$17,061,233.39 for the two (2) year Base Agreement and additional one (1) year. The quote is attached. The OEMC has identified funding from the corporate account and various years from the Urban Areas Security Initiative (UASI) Grant.

CONTRACT DURATION PERIOD

The OEMC is requesting approval for a two (2) year contract with the option to extend for an additional one (1) year.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

- 1) Non-Competitive Review Board Application
- 2) DPS Project Checklist
- 3) Snapshot of Requisition 118141 (in "incomplete" status)
- 4) OEMC Signed Statement of Work
- 5) Northrop Grumman's Exclusivity Letter
- 6) Northrop Grumman's Compliance Plan
 - a. OEMC Compliance Plan Concurrence Letter
 - b. Northrop Grumman's Compliance Plan Justification Letter
 - c. Subcontractors' Schedules C1 and D1 and Certification Letters
- 7) Professional Services Insurance Requirements
- 8) Northrop Grumman's Certificate of Insurance
- 9) Economic Disclosure Statement*



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
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[Note: Northrop Grumman Corporation (NGC) is owned by State Street (an investment group). By law, State Street does not have to submit an EDS but the online system still forces them to be invited by NGC. We are not able to print NGC's Certificate of Filing so we included the hard copy of the EDS. The State Street EDS is in "Draft" status.]

- a. Northrop Grumman Systems Corporation Certificate of Filing (online EDS)
 - b. Northrop Grumman Corporation Hard Copy EDS
- 10) Urban Area Securities Initiative Grant Agreement

If you should have any questions, please feel free to contact Rosemary McDonnell at (312)746-9369. Thank you.

Prepared by:

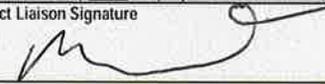
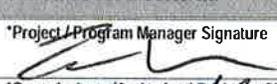
Rosemary McDonnell

Cc: Frank Lindbloom, OEMC Administration

Enclosure(s)

Project Checklist

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

Date: June 28, 2016		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 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 valued at \$100,000.00 or more, attach approval transmittal sheet.																																					
Department Name: Office of Emergency Management and Communications		*By signing this form, I attest that all information provided is true and accurate.																																					
Requisition No: 118141	Specification No: 206684	*Contract Liaison Signature 																																					
PO No:	Modification No:																																						
Contract Liaison: Rosemary McDonnell		Project Title: Altaris@Gold CAD Maintenance																																					
Telephone: 312.746.9369		Project Description: New contract with Northrop Grumman Systems Corporation ("NGSC") for continuation of services for OEMC 9-1-1 Computer Aid Dispatch (CAD) System: "Altaris@Gold CAD Maintenance."																																					
Email: Rmcdonnell@cityofchicago.org		Funding: <input checked="" type="checkbox"/> Corporate <input type="checkbox"/> Bond <input type="checkbox"/> Enterprise <input 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 / Program Manager: Zachary Williams																																							
Telephone: 312.746.9236		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>FY</th> <th>FUND</th> <th>DEPT</th> <th>ORGN</th> <th>APPR</th> <th>ACTV</th> <th>PROJECT</th> <th>RPTG</th> <th>ESTDOLLAR AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>16</td> <td>0100</td> <td>058</td> <td>4110</td> <td>220138</td> <td></td> <td></td> <td></td> <td>\$3,861,469.79</td> </tr> <tr> <td>2</td> <td>Corporate</td> <td>Future</td> <td>Funding</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$12,559,763.60</td> </tr> </tbody> </table>								LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT	1	16	0100	058	4110	220138				\$3,861,469.79	2	Corporate	Future	Funding						\$12,559,763.60
LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT																														
1	16	0100	058	4110	220138				\$3,861,469.79																														
2	Corporate	Future	Funding						\$12,559,763.60																														
Email: zachary.williams@cityofchicago.org		Check One: <input checked="" type="checkbox"/> New Contract Request *By signing below, I attest the estimates provided for this contract are true and accurate.																																					
*Project / Program Manager Signature 																																							
*Commissioner/Authorized Designee Signature 		Purchase Order Type: <input checked="" type="checkbox"/> Blanket/Purchase Order (DUR) <input type="checkbox"/> Master Consultant Agreement (Task Order) <input type="checkbox"/> Standard/One-Time Purchase				Special Approvals Required: <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB) <input type="checkbox"/> Request for Individual Contract Services <input type="checkbox"/> Information Technology Governance Board (ITGB)																																	
Purchase Order Information: Contract Term (No. of Months): 24 Extension Options (Rate of Recurrence): 12 Estimated Spend/Value: \$ 16,421,233.39		Procurement Method: <input type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> RFI <input type="checkbox"/> Small Order																																					
Grant Commitment / Expiration Date: Pre-Bid/Submittal Conference: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Mandatory <input type="checkbox"/> Site Visit		Contract Type: <input type="checkbox"/> Architect Engineering <input type="checkbox"/> Commodity <input type="checkbox"/> Construction <input type="checkbox"/> JOC <input type="checkbox"/> SBI <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Vehicle & Heavy Equipment <input type="checkbox"/> Work Service <input type="checkbox"/> Joint Procurement <input type="checkbox"/> Reference Contract																																					
<input type="checkbox"/> Modification or Amendment Modification Information: PO Start Date: _____ PO End Date: _____ Amount (Increase/Reduction): _____		Modification/Amendment Type: <input type="checkbox"/> Time Extension <input type="checkbox"/> Scope Change/Price Increase /Additional Line Item(s) <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Requisition Encumbrance Adjustment <input type="checkbox"/> Other (specify): _____																																					
MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo) <input type="checkbox"/> Full Compliance <input checked="" type="checkbox"/> Contract Specific Goals <input type="checkbox"/> No Stated Goals <input checked="" type="checkbox"/> Waiver Request		Vendor Info: Name: Northrop Grumman Systems Corporation Contact: John Kouri Address: 7555 Colshire Drive, McLean, VA 22102 E-mail: john.kouri@ngc.com Phone: 703. 556-1351																																					
Risk Management / EDS Insurance Requirements (included) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No EDS Certification of Filling (included) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																							

Project Checklist

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

Date:
June 28, 2016

Department Name:
Office of Emergency Management and Communications

Requisition No:
118141

Specification No:
206684

PO No:
Modification No:

Contract Liaison:
Rosemary McDonnell

Telephone:
312.746.9369

Email:
Rmcdonnell@cityofchicago.org

Project / Program Manager:
Zachary Williams

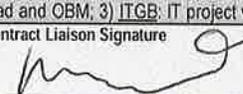
Telephone:
312.746.9236

Email:
zachary.williams@cityofchicago.org

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 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 valued at \$100,000.00 or more, attach approval transmittal sheet.

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

**Contract Liaison Signature*



Project Title:
Altaris@Gold CAD Maintenance

Project Description:
New contract with Northrop Grumman Systems Corporation ("NGSC") for continuation of services for OEMC 9-1-1 Computer Aid Dispatch (CAD) System: "Altaris@Gold CAD Maintenance."

Funding:

Corporate Bond Enterprise Grant Other:

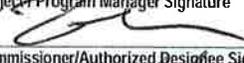
IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
3	UASI2015		58				P05820103155-582	15NS3C 0140 000	\$640,000

Check One:
 New Contract Request

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

**Project / Program Manager Signature*



**Commissioner/Authorized Designee Signature*



Purchase Order Type:

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

Special Approvals Required:

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

Purchase Order Information:

Contract Term (No. of Months): 24

Extension Options (Rate of Recurrence): 12

Estimated Spend/Value: \$ 640,000.00

Grant Commitment / Expiration Date: 7/31/2018

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Contract Type:

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

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

Modification/Amendment Type:

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

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

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Vendor Info:

Name: Northrop Grumman Systems Corporation

Contact: John Kouri

Address: 7555 Colshire Drive, McLean, VA 22102

E-mail: john.kouri@ngc.com

Phone: 703. 556-1351

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

Requisition 118141

Oracle Procurement Requisitions - Windows Internet Explorer provided by City of Chicago

http://del01prod1.cityofchicago.org/SWV/CA_HTML/CA.asp?CAFunction=CK_POR_REQOASMT_DETAIL.BGASFCX_POR_REQOASMT_DETAIL&spHeadId=1470mmvP9vms3U7L3oaPQA5ZD&retain=1&Y&ad&readCrumb=Y&_id=183581149&appca=21

Oracle iProcurement Requisitions

CITY OF CHICAGO iProcurement

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Shop Requisitions Receiving Assessments

Requisitions Notifications Approvals

Shop Stores >

Requisition 118141

Copy To Cart Complete

Description: New Contract with Northrop Grumman Systems Corporation: *Altaris Gold CAD Maintenance* for the OEMC 9-1-1 Center's Computer Aided Dispatch (CAD) System

Status: **Incomplete**

Change History: No

Urgent Requisition: No

Attachment: None

Note to Buyer

Created By: MC DONNELL, ROSEMARY C

Creation Date: 05-May-2016 12:46:58

Deliver-To: 1411 W. MADISON Chicago, Illinois, IL, 60607

Justification:

Additional Information

CAPS TRANSFER DATE

SPECIFICATION NUMBER: 206684

CONTRACT TYPE: PRO SERV CONSULTING \$250,000or ABOVE
PROFESSIONAL SERVICES CONSULTING \$250,000or ABOVE

TARGET MARKET: NO
NO

REASON FOR REQ: NewREQUEST
NEW REQUIREMENT

PO NUMBER

REASON FOR MOD

DEPT/BUREAU: 58
OFFICE OF EMERGENCY COMMUNICATION

BILL TO LOCATION: 058-0EC1411

TYPE OF FUNDING: MIXED CITY AND FEDERAL
CITY AND FEDERALLY FUNDED PROCUREMENT

PROJ NUM/NAME

PROGRAM TYPE

REQUESTOR'S PHONE # (XXX-XXX-XXXX): 312-746-9369

PROCUREMENT TYPE: SOLE SOURCE
NON-COMPETITIVE REVIEW 60

TASK ORDER (Contract-Dept-TSX-Tasknum)

Details

Line	Description	Need-By	Deliver-To	Unit	Quantity	Qty Delivered	Qty Cancelled	Open Quantity	Price	Amount (USD)	Details	Order
1	New Contract with Northrop Grumman Systems Corporation: Altaris Gold Computer Aided Dispatch (CAD) Maintenance	29-Jun-2016 00:00:00	058-0EC1411							17,061,233.39		
Total										17,061,233.39		

Return

Copy To Cart Complete

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Done

Trusted sites | Protected Mode: Off

100%

Northrop Grumman Systems Corporation
Altaris®Gold CAD Maintenance
Scope of Work

Background

The City of Chicago, Office of Emergency Management and Communication (OEMC) uses the Altaris®Gold software platform for its 9-1-1 Computer Aided Dispatch (CAD) system. Northrop Grumman Systems Corporation (NGSC) owns and maintains this proprietary platform, which is a critical component of public safety for the City of Chicago. This Scope of Work ("SOW") provides for Northrop Grumman Systems Corporation's (NGSC) continued provision of the maintenance, including software upgrades and enhancements, repair services, operational support services, and preventive maintenance to be performed to the Altaris®Gold platform and associated systems. Northrop Grumman has maintained the entire CAD system, both software and hardware, for many years, and has the professional experience and expertise to provide for continuity of operations.

Northrop Grumman will provide onsite Subject Matter Experts (SME) for the ongoing maintenance of the Altaris®Gold CAD platform. These onsite resources are already familiar with City of Chicago 9-1-1 Operations processes and will significantly reduce problems or gaps associated with the day to day needs of the City of Chicago. It is imperative that the CAD system be properly functioning at all times, as the CAD is the vital system to the OEMC's mission of public safety. The CAD also provides daily support for both Chicago Fire Department (CFD) and the Chicago Police Department (CPD) first responders, and is crucial to the City of Chicago to provide safety and quick response to citizens in need of help. Additionally, the CAD is used by many departments to provide data for both reporting functions as well as operational analysis.

1. CAD System Description

- A. The CAD System, including all subsystems and associated items to be maintained under this agreement are as follows: Proprietary Northrop Grumman Computer Aided Dispatch (CAD) system software
- B. Proprietary Northrop Grumman E-AVL system software
- C. Proprietary Northrop Grumman CAD Client Computer Aided Dispatch system software
- D. Oracle database software
- E. Linux RedHat v6 Server Operating system (Administration only. City purchases maintenance and Red Hat operating system support directly from Dell)
- F. Microsoft .NET 4 Framework data software
- G. Windows – "X" Operating systems (Administration only. City purchases maintenance support from Dell)
- H. Safety Pad software

Note: The City reserves the right to remove SafetyPad from this Agreement at any time, with no effect on the Terms and Conditions.

- I. NFIRS FirstOnScene software
- J. Agent 511 MMS software (SMS messaging)
- K. Oristar Mapping software
- L. Locution
- M. Hewlett Packard Open View (Administration only. City purchases maintenance support directly from Dell)
- N. CAD network maintenance
- O. Mobile management on a Time and Materials ("T&M") basis
- P. Iron Mountain – (Escrow of Northrop Grumman Altaris Software only)
- Q. Embacardo (Database monitoring software used by DBA)
- R. Cisco SmartNET (Maintenance on existing CAD network appliances)
- S. VNC (Troubleshooting software for CAD workstations)

The following Exhibits provide further detail in the Scope of Work.

Attachment	
Exhibit 1	SafetyPad®
Exhibit 2	Performance and Capacity Standards
Exhibit 3	Key Personnel
Exhibit 4	Initial Problem Detection
Exhibit 5	Escrow Agreement

2. Maintenance and Technical Support Program

(a) General. During the term of this Agreement and all subsequent extensions of this Agreement pursuant to amendment, Northrop Grumman will provide the Maintenance and Technical Support Program for the CAD System at rates set forth in Northrop Grumman's Schedule of Compensation/Fees (separate document), in compliance with Exhibit 2 - Performance and Capacity Standards. The Maintenance and Technical Support Program shall include: (1) Preventive Maintenance and Support; (2) Corrective Maintenance and Support; and (3) Operational Support Services. The Preventive and Corrective Maintenance Support programs are designed to ensure proactive support, and the break/fix support is provided 24x7 365 days a year. The Preventive Maintenance portion shall ensure support personnel are proactively reviewing and watching systems for abnormal activity which could be mitigated before a catastrophic circumstance occurs. The Corrective Maintenance portion shall ensure all software, operating systems, databases and associated systems problems are resolved to ensure operational continuity of all systems. The Operational Support Services are further described below. In addition, the Northrop Grumman will provide account management and configuration management services as further described below. Northrop Grumman is not responsible for equipment maintained by the City or for the maintenance of the equipment not provided by the Contractor pursuant to This SOW or a Task Order; provided that the Contractor shall be responsible for

maintenance of all portions of the CAD System provided pursuant to a Task Order and for resolving defects or deficiencies arising from the interaction of equipment maintained by the City and all other components of the CAD System. The Maintenance and Technical Support Program shall maintain the CAD System in compliance with the Performance Standards set forth in Section 4 and Exhibit 2 - Performance and Capacity Standards. The Maintenance and Technical Support Program shall include warranty maintenance on all Equipment and Software within any Task Order provided by Contractor at no additional charge to the City for a period of one year following Final Acceptance of such Equipment and Software.

(b) Preventive Maintenance Services. Northrop Grumman will provide Preventive Maintenance Services as required to maintain proper CAD System performance, including performance at or exceeding the Performance Standards. The Preventive Maintenance Services shall be performed primarily by the following Contractor personnel, who shall be located on-site at City Facilities during regular business hours (Monday – Friday, 9:00am to 5:00pm): (1) Database Administrator; (2) System Administrator; and (3) Technical Lead/Applications Programmer (collectively, the “On-site PM Staff”). The On-site PM Staff, in coordination with Contractor’s On-site Project Manager and with the City’s approval, shall manage their work schedules to allow for routine checks of the CAD System (on-site or remotely) at least once during any thirty-six (36) hour period during all weekends and holidays without any of the On-site PM Staff exceeding the expected forty (40) hour work week. In the event that a member of the On-site PM Staff is temporarily unavailable, or as otherwise required to provide the Preventive Maintenance Services, Contractor shall provide, at no additional cost to the City, substitute or supplemental personnel to perform the required Preventive Maintenance Services. Such substitute and supplemental personnel may perform such Services on-site or remotely, as agreed by the parties. All such substitute and supplemental personnel shall be subject to the City’s approval, which will not be unreasonably withheld.

(c) Corrective Maintenance Services. The Corrective Maintenance Services shall provide on-call support 24 hours a day, seven days a week, including all holidays, in accordance with the performance standard requirements and priority level descriptions set forth in Exhibit 2 - Performance and Capacity Standards. With respect to Priority One and Priority Two issues, the Contractor’s Key Personnel shall be available to provide the required Corrective Maintenance Services. In the event that Contractor’s Key Personnel are temporarily unavailable to respond to such failures, and for Priority Three and Priority Four issues, Contractor shall provide, at no additional cost to the City, substitute or supplemental personnel to perform the required Corrective Maintenance Services. Such substitute and supplemental personnel may perform such Services on-site or remotely, as agreed by the parties. All such substitute and supplemental personnel shall be subject to the City’s approval, which will not be unreasonably withheld. The City shall have the right to make an initial designation of what priority level (as defined in Exhibit 2 Performance and Capacity Standards, section d) to assign to a particular maintenance issue. At Contractor’s request, the parties shall meet, to review the City’s classification of maintenance issues during the preceding quarter to ensure the proper use of such classification. Any disputes regarding the City’s classification of maintenance issues shall be raised at such quarterly meetings and resolved in accordance with Section 6.1, if necessary.

(d) Contractor must remedy any defect in any Software or Equipment making up the CAD System or in any integration or interface between the Software and the Equipment and either repair, or at the City’s option, replace the defective element or module or swap any defective unit. Contractor

shall supply, at no additional cost, all replacement parts or elements and perform or cause to be performed all labor necessary to ensure proper function of the CAD System.

(e) If, in performance of the normal maintenance update program, the Contractor determines that System performance will not be adversely affected, the Contractor shall provide one copy of any updated release of the Proprietary Software, or part thereof, without charge which the City may copy in the appropriate quantity and substitute in a prior release. In addition, Contractor must provide published bulletins describing new releases, maintenance releases, temporary problem resolution and circumventions, support level change and other information with respect to all Software, except for Contractor's then-applicable mailing and media changes.

(f) **Operational Support Services ("OSS") Services.** As part of the Maintenance and Technical Support Program, Contractor shall furnish professional dedicated technical personnel to provide Operational Support Services ("OSS Services") on site at City Facilities. Contractor's On-site Project Manager shall be responsible for managing all aspects of the day- to- day performance of the personnel providing OSS Services (e.g., HR benefits, attendance and time sheets, personal time off, sick time, vacation time, and all other HR-related matters).

1. **OSS Personnel.** Contractor will ensure that its personnel and its subcontractors personnel providing OSS Services are familiar with and skilled in dealing with the CAD System environment, including, at a minimum, satisfying the requirements set forth in Exhibit 3-Key Personnel. Because of the sensitive and confidential nature of the CAD System and the OEMC, the City reserves the right to conduct reasonable background checks to the extent permitted by law on personnel providing OSS. The City will provide reasonable cooperation in educating Contractor's personnel in the CAD System environment. OSS technicians provided by Contractor shall be responsible for executing computer operations tasks.
2. **Removal/Replacement.** The City may also direct Contractor in writing to retain or replace subcontractors providing OSS Services after showing cause. As directed by the City, Contractor will replace dismissed OSS personnel. Contractor shall submit resumes for consideration by the City within ten (10) business days. The City and the Contractor, by mutual agreement, may also add to or remove personnel performing OSS Services as needed.
3. **Attendance/Absences.** OSS subcontractors shall follow all City work assignment and attendance regulations, including the use of time sheets and will not use City resources for personal use unless authorized by the City. Absences from work for any reason by OSS subcontractors must be coordinated with the Contractor's On-site Project Manager and approved by the City. Discrepancies in attendance or assignment of OSS subcontractors shall be negotiated and resolved by Contractor immediately upon being brought to Contractor's attention. The City and Contractor will meet quarterly or more frequently if required by the City to discuss OSS Service performance and to resolve outstanding issues. Contractor shall use its best efforts to keep the same OSS subcontractors in place through the term of this Agreement.

(g) Contractor shall furnish reports and analyses for CAD System performance and verifiable system performance measurements, together with statistical data, charts and graphs as reasonably requested by the City. Such reports shall be furnished no less frequently than annually, but may be furnished at six month intervals at the Executive Director's request. Such reports and measurements shall be in a format agreed to by the City and Contractor.

(h) Contractor shall provide special OSS Services not covered in the Maintenance and Technical Support Program at the request of the Executive Director at the rates to be negotiated through a Task Order.

(i) Contractor shall also provide through its OSS Services support and information to OEMC personnel Subcontractors and third party vendors regarding problem identification and resolution.

(j) The Maintenance and Technical Support Program shall include maintenance and support of all Commercial Software provided by Contractor.

(k) The City will be responsible for the limited tasks and activities associated with maintenance of the CAD System set forth below. Such limited tasks are for the convenience of the Contractor and performance thereof does not reduce or vitiate any of Contractor's warranties for the Products set forth in this Agreement which shall remain as set forth in the Agreement.

1. The City will provide "Initial" problem detection following the procedures set forth in Exhibit 4 – Initial Problem Detection.

2. The City will assign a primary contact to assist Contractor's On-site Project Manager in the coordination of schedules for Contractor's maintenance activities. Northrop Grumman's On-site Project Manager will be responsible for managing and coordinating all aspects of the day to day performance of Contractor's employees (e.g., HR benefits, attendance and time sheets, personal time off, sick time, vacation time, and all other HR-related matters).

3. The City will perform system file disk back-ups in accordance with Contractor provided and documented procedures.

4. The City will provide CAD System security in accordance with Contractor provided and documented procedures.

(l) The Contractor as part of the Preventive Maintenance Services will:

1. provide for data integrity, file management and system configuration management.

2. perform file management and system configuration and software audits as part of their normal business practices in providing proactive preventive maintenance,

3. identify, evaluate, and report system warning messages, and provide the City with explanations and recommendations for their correction.

4. evaluate the impact of proposed Equipment and Software upgrades, modifications, and changes to system processes as requested by the City.

5. assist and advise the City and its third party hardware and software vendors during critical Equipment and Software upgrades, repair services, and/or proposed new applications.

(m) Overtime costs related to OSS Services requested or approved by the City shall be addressed in accordance with -Northrop Grumman's Schedule of Compensation/Fees (separate document). All requests for Overtime submitted by the Contractor to the City shall include supporting documentation including time sheets. The City will comply with all applicable Illinois statutes and regulations as to its payment of Overtime costs.

(n) Account Management Services. Contractor will provide off-site Account Management services, which include the following:

1. Personnel/Resource Administration, which includes monitoring, in conjunction with the OEMC, onsite staff's performance, conducting performance review of those onsite personnel, approving onsite staff's timesheets and expense reports, tracking their times off and arranging for back fills when necessary, arranging for training. The Project Manager will also work with Contractor's technical managers to make sure that technical resources are properly organized for corrective maintenance support.

2. Subcontractor/Vendor Management, which includes ensuring that subcontractors deliver their goods and services as promised, renewing subcontracts when necessary, making sure vendors' invoices are reviewed and processed timely, and taking all necessary actions to correct/remedy any problems related to performance by subcontractors or vendors.

3. Configuration Management, which includes coordinating the configuration management services, as summarized below, with onsite staff, corrective maintenance team, and Contractor's QA team and tracking the changes to the CAD System.

(o) Configuration Management Services. In addition to day-to-day as needed configuration management activities, the Contractor will perform a complete system build on a quarterly basis to assure that the CAD System in the City's configuration management environment is in synch with that in the LIVE environment. The Contractor will maintain a copy of the latest, properly configured source code of the CAD system and the configuration environment in its Off-site office and deposit such source code with the escrow agent to be covered by the Source Code Escrow Agreement entered into by the parties. Contractor will bring the City's development environment in alignment with Contractor's configuration management standard. OEMC will test and validate the quarterly build.

(p) Routine System Updates. In the event that the City requires Contractor to perform Services related to routine CAD System updates that the parties mutually agree are not part of the Preventive Maintenance Services or the Corrective Maintenance Services (e.g., developing interfaces to external systems; development of "drivers" for code calls), then, upon the City's written and authorized request, Contractor shall perform such services under a mutually agreeable Task Order and require the issuance of a Task Order.

3. Mobile Maintenance

Northrop Grumman will provide Mobile Maintenance as part of this SOW. NG will provide the following:

1. General management tasks
2. Mobile maintenance and support project description
3. Completion of milestones

1. General Management Tasks

Northrop Grumman has proven experience in managing projects at the OEMC and understands the importance of the successful operation of CAD police and fire mobile computers, CAD Blackberry devices, future Android phone and tablet devices. All of these devices demand proper support and maintenance for CAD operations to be successful.

The general project tasks will include the following services to be provided by Northrop Grumman as part of this scope of work:

- Project and technical management.
- Technical interfacing and coordination with the OEMC.
- Provide management and engineers that are knowledgeable on the mobile solutions at the OEMC.
- Planning and coordination with the OEMC.
- Develop an implementation plan when required for activities that have significant impact and need to be coordinated with the OEMC.
- Provide execution of implementation plan and provide any risk impact to mobile devices regarding access to the CAD system.
- Provide project status through the Northrop Grumman Bi-Weekly Project Action Tracker to the OEMC.

2. Mobile Maintenance and Support Project Description

The mobile support and maintenance project will provide a comprehensive scope of work to cover various aspects of the mobile components including coordination of the devices and GPS devices, management of the devices, assist in identifying future options, maintaining the appropriate device master images, managing and monitoring the deployment of the patches, testing and validation, troubleshooting issues with the OEMC and respective vendors and documentation.

Northrop Grumman will provide the technical services described below:

1. Support the OEMC in meeting with stakeholders to gather requirements. The goal is to ensure the user community is involved and has input in identifying improvements or enhancements to the mobile solutions.
2. Identify potential future devices, capabilities, features, and stakeholder requirements from NG perspective.
3. Interface, and coordinate activities with the OEMC, respective agencies, vendors e.g., Panasonic, Verizon, and Heartland.
4. Identify, collaborate, review, establish with OEMC to determine upcoming device images and updates.
5. Identify, collaborate, review, plan with the OEMC to determine mobile application changes and deployment builds.
6. Support for the following images:
 - a. 4 - CF 29 Images operating under MS XP
 - b. 2 - CF30 Images operating under MS XP
 - c. 1 - MS WIN-7 CF31 Image Notes: Supports 2 CF31 Types
 - d. 1 - CF19 - WIN7
 - e. 1 - CF53 - WIN7
 - f. 1 - LPR - Support for CPD License Plate Reader
 - g. Blackberry - Blackberry OS - No further development, support for existing NG image only.
 - h. Android Phone if purchased through Northrop Grumman.
 - i. Windows Tablet if purchased through Northrop Grumman.
7. Mobile Operating System
 - a. Identify, review, operating system & futures.
 - b. Identify, review mobile operating system patches and updates.
Note: Mobile operating system updates, patch updates and futures will be evaluated on a case by case basis. The task may require additional resources and labor outside this scope of work.
8. Mobile 3rd Party Software Components. Assist in the evaluation with the vendor and the OEMC on potential new Air Cards.
 - a. Air Card
9. Mobile Police/Fire Applications. Assist the OEMC and their respective agencies to access the below applications:
 - a. ARIA
 - b. CLEAR
10. Mobile Bug Fixes.
 - a. Identify Patch
 - b. Review Patch
 - c. Test and Field Patch
 - d. Build Patch
11. Support for the CPD application update program.
 - a. Build packages
 - b. Package Administration

- c. Deploy/Activate Patches
 - d. Monitor deployment of Application Updates
 - e. Verify Patches to Mobiles
12. GPS Devices.
- a. Assist the OEMC in the management of the GPS devices and assignments to vehicles and units.
 - b. Troubleshoot GPS device issues for mobiles that operate the Northrop Grumman Mobile GPS application that send GPS information to the E-AVL Server. These will consist of the Grey Island devices that directly attach via to the Northrop Grumman Mobile application.
 - c. Troubleshoot GPS device issues for standalone devices, e.g., Grey Island and Trimble that report to the E-AVL Server.
- Note: The City of Chicago and OEMC is responsible for maintaining and repairing the actual GPS hardware and physical connectivity to the mobile application. In addition, the City and their respective repair facility and vendors will assist Northrop Grumman in troubleshooting the actual GPS devices.*
13. Device management administration and CAD coordination of defining new devices.
Assist the OEMC with the management of the IP's and mobile device assignments and CAD network changes needed to support new mobile IP ranges.
14. 24 X 7 Level Mobile Maintenance and Support for Priority 1 issues.
15. Documentation.

3. Status Reporting

- 1. A monthly status report will be sent to the designated OEMC CAD project manager regarding mobile mobility activities, issues, resolution, planned tasks, and futures.
- 2. Active activities including priority one trouble ticket issues will be coordinated with the OEMC CAD project manager and status provided through email and working sessions as required.
- 3. Activity statuses will also be placed on the Bi-Weekly Action Tracker to ensure proper follow-up and notification to the OEMC.

4. Customer Responsibilities

The OEMC will be responsible for the following:

- 1. Provide timely access to the city vehicle maintenance staff and Unisys who is responsible for some critical access network segments for troubleshooting mobile and GPS related issues when required.
- 2. Provide any operating system software, hardware, 3rd party software, application program interfaces specifications (API's), and licenses. This is to include current active technical support access for products used by the OEMC, including mobile and mobility products and 3rd party support.
- 3. Provide the physical hardware and server support at CPD in support of the CPD updater application and database components that Northrop Grumman will operate and distribute the mobile software and updates from. This includes backup and restoration in case of failure for the CPD updater application and related software and database components.

4. Provide timely access and working sessions to 3rd party vendors used by the OEMC in the mobile mobility solutions, like, Heartland and Verizon, etc., when required.
5. Provide timely access and working session to the mobile mobility stakeholders when required.
6. Provide on-site system administrator engineer, database administrator, and software engineer when requested.

4. Task Orders

The City may order changes in Services, including the Equipment or Software to be provided, covered in an outstanding Task Order ("Request"). Such changes include the addition of extra work, equipment, software, materials or equipment, the deletion of work, materials or equipment, substitutions thereof or changes in the manner of completing a Task Order. The City will provide written notice to the Contractor of any proposed change in the work by a letter signed by the Executive Director, or his designee. The Contractor shall, within ten (10) business days after receipt of any Request, comment to the City in writing whether or not such Request would require a delay of time or result in an increase or decrease in the price set forth in an outstanding Task Order, or have any permanent or temporary material adverse effect on the functions or performance of the CAD system, giving the details thereof, including whether the price set forth in an outstanding Task Order would be affected or if an extension of time would be necessary, as well as any proposed change in price and proposed extension time ("Request Comments.")

A Task Order is the written order to Contractor signed by the Executive Director and the Chief Procurement Officer authorizing a material change in the Services or a material change in the method or manner of performance of the Services covered under the Agreement or under an outstanding Task Order after receipt of Request Comments, if any, from the Contractor. A Task Order shall set forth the adjustment, if any, in price and Schedule under one or more outstanding Task Orders as well as any permanent material adverse effects as the functions or performance of the CAD System. Contractor shall submit a price proposal in response to any notice of a material change properly itemized and supported by sufficient substantiating data to permit evaluation including unit prices as appropriate. Each Task Order shall set forth the elements of the applicable Task Orders to be changed. The price under a Task Order will be increased by the aggregate amount of any price changes assessed in connection with any such change and a Task Order may be authorized in the appropriate amount. If an adjustment in price under an outstanding Task Order in connection with a change in the Services is not agreed upon and it is both a matter of public safety and there is an exigent or urgent need for the change in Services and not proceeding therewith will cause a delay in the implementation Schedule, then Contractor, upon written order signed by the Chief Procurement Officer and the Executive Director, shall proceed with the work directed by the Task Order and such work to comply with any such Task Order shall be performed by Contractor at the time and materials rates as set forth in the Schedule of Compensation (not subject to Overtime).

The contractor will maintain an action-tracker listing all open issues, task – order opportunities and scheduled software releases. The contractor will review the action-tracker on a bi-monthly basis with the city, reviewing the status of each item and mutually discussing and formulating plans to resolve each issue. The city is responsible for periodically prioritizing each of the items listed in the action tracker.

In the event that a City caused delay materially increases Contractor's cost of performance, the parties shall meet to discuss the cause and significance of such increases in cost, including ways in which such costs might be mitigated and/or avoided. If mutually agreed by the parties after such analysis, the parties will amend the Agreement in accordance with in order to grant Contractor an equitable adjustment to reimburse Contractor for such increased costs

5. Clarification Procedures

Except as set forth elsewhere in this Agreement (including any time frames set forth herein with respect to testing and acceptance of Products), each party will have ten (10) Business Days to respond to written correspondence from the other party which requires a written response. The party requesting a response will identify in the initial correspondence whether there are any tasks that are dependent upon receiving a timely response. If a written response is not received within the required ten (10) Business Days, then the party sending the initial correspondence shall be entitled to delay performance of the dependent tasks identified in the initial correspondence until the required response is received.

If the CAD System, the S9-1-1 System or any portion thereof suffers a Priority 1 or Priority 2 failure (as defined at the end of this SOW and in Exhibit 2 – Performance and Capacity Standards) and such failure was caused by Contractor or any of its Subcontractors, Contractor shall immediately commence efforts to cure such failure.

6. Performance Standards; Professional Standards

(a) No work performed by Contractor or performed in the performance of any work under this Agreement shall degrade the Performance Standards for the CAD System, or any improved Performance Standards which result from City authorized and approved modifications, enhancements or changes to the CAD System performed by Contractor (as such improved Performance Standards may be agreed to by the parties). At all times during the performance of work under this Agreement, the CAD System shall meet or, upon mutual agreement, exceed the Performance Standards. In addition, the following supplemental performance levels must be adhered to:

1. No work performed under this Agreement, nor under any Task Order, nor any Software or Equipment introduced into the CAD System by Contractor as a result thereof shall degrade, restrict, or reduce the end user's present CAD Systems operation functionality as set forth in Exhibit 2- Performance and Capacity Standards. Contractor shall advise the City in writing of any adverse effects upon the Performance Standards that may result from a proposed Task Order or Change Request. If, after receiving such notice from Contractor, the City decides to proceed with such Task Order or Change Request, Contractor shall be relieved of its obligation to achieve any such Performance Standards to the extent identified in such notice.

2. During and after completion of any work under this Agreement or any Task Order, the use by the City of the CAD System in the performance of system commands and tasks, (both internally and initiated by the Altaris® System) and the use of any other part of the CAD System or any Software used in connection with this Agreement shall not degrade, or lessen the Performance Standards, including, but not limited to, service levels, end-to-end command executions, task response times,

optimum concurrent and serially executable task and commands, and concurrent number of on-line and active CAD System users.

3. During the term of this Agreement and all subsequent extensions of this Agreement pursuant to amendment, except for City-approved planned outages, and outages caused by factors beyond the reasonable control of Contractor, the CAD System must be available for use in accordance with the Performance Standards ("CAD System Availability") not less than 99.995% in any 30-day period ("Availability Requirement"). If the CAD System fails to meet the Availability Requirements for more than three consecutive days, or more than two consecutive weeks; or more than two consecutive months, the City will notify Contractor within a reasonable time that the System does not meet the required CAD System Availability Requirements. CAD System Availability Requirements for use is determined by dividing the actual minutes of CAD System uptime during a particular time period (e.g. days, weeks, months) by the total amount of minutes in such time period. For example, if the CAD System was only available for 12 hours on one particular day, the CAD System Availability that day would be 50% (720 minutes / 1440 minutes).

The Performance Standards set forth in this Section 5 and in Exhibit 2- Performance and Capacity Standards may not be modified without express City approval and waiver as set forth in a Task Order executed by both the City and Contractor.

(b) The Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and highly confidential information and records of the City ("Confidential Information") and with respect to the Confidential Information and to this Agreement, Contractor agrees to be held to the standard of care of a fiduciary. All Services completed under this Agreement once completed shall result in a Work Product which meets or, upon mutual agreement, surpasses the functional requirements set forth in the Agreement and any applicable Task Order and will satisfy the statement of work set forth in the Agreement and any such Task Order, as modified by Change Directive.

(c) Contractor must assure that all Services that require the exercise of professional skill or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Upon the request of the City, Contractor must deliver to the Executive Director copies of any such licenses. Contractor shall be responsible for the professional and technical accuracy of all Services or Work Product furnished, whether by Contractor or its Subcontractors or others on its behalf. All Work Product must be prepared in a form and content consistent with the requirements of this Agreement and delivered in a timely manner consistent with the requirements of this Agreement.

7. Additional Equipment; City Modifications

(a)(1) In the event City wishes to permanently connect any Equipment or any Software to the CAD System not already agreed to by the parties ("City Permanent Modification"), City will notify

Contractor in writing at least thirty (30) days prior to any such City Permanent Modification. Contractor shall respond in writing to the City regarding the proposed City Permanent Modification within said thirty (30) day period. Such response must advise in sufficient detail whether or not the City Permanent Modification would materially adversely affect performance of the CAD System. To the extent Contractor determines that the City Permanent Modification will not have such a material adverse impact, then the Contractor's warranties for system performance remain in full force and effect.

(2) If the Contractor determines a City Permanent Modification will, to the extent set forth in the letter referred to in (b)(1) above, materially adversely impact performance of the CAD System, Contractor shall give the City written notice of such adverse impact in accordance with paragraph (b)(1) above. If the City decides to proceed with the City Permanent Modification, the Contractor's warranties for system performance for those portions of the System materially adversely affected by the City Permanent Modification, as identified in Contractor's notice to the City, will be void. Any problems encountered in CAD performance as a result of a City Permanent Modification will be corrected by the Contractor at agreed upon rates once authorization to proceed has been received from the City via a Task Order and/or amendment.

(3) The City is entitled to make temporary modifications (for diagnostic and other purposes) ("City Temporary Modification") that directly or indirectly interact with portions of the CAD System maintained by Contractor without Contractor's review of the City Temporary Modification. The City shall, as soon as reasonably practical, advise Contractor of the details of such City Temporary Modification. In the event that such a City Temporary Modification adversely impacts CAD System functionality or performance, the Contractor shall give written notice to the City describing the reduction in functionality or performance caused by the City Temporary Modification. Upon City receipt of this notice a new baseline for CAD System performance will be in effect so long as such City Temporary Modification remains part of the CAD System and Contractor's remedy, if any, of functional or performance related problems arising directly from the City Temporary Modifications, if accepted by the City, would become an additional cost item subject to modification of the applicable Task Order. The City, however, shall have, upon receipt of such written notice from Contractor, the option to remove such City Temporary Modification and restore the CAD System to its prior state, in which case the Contractor warranties shall be in full force and effect upon such removal after recertification of the system by Contractor. Contractor will not be liable, nor responsible for any outages, slowdowns or diminished functionality as a result of any City Temporary Modification. Notwithstanding the foregoing, the Propriety Software may not be modified at any time by the City or its agents.

8. Additional Software; New Releases

(a) Contractor will provide notice to the City of updates, enhancements or modifications to Commercial Software needed for the operation of the CAD System. If requested by the City, Contractor will further notify the City of the probable effect on the CAD System of installation of such update, enhancement, or modification, and provide a recommendation to the City as to whether or not any such update, enhancement or modification should be installed. Following receipt of Contractor's notice and recommendation, the City may elect whether to have such updated, enhanced, or modified Commercial Software installed in the CAD System and whether to incur the costs for such updated, enhanced or modified Commercial Software.

(b) During the term of this Agreement, Contractor shall provide to the City an Application Programmer to provide updates, enhancements, and modifications to the Proprietary Software as further described in Exhibit 3- Key Personnel. The cost for such person and work shall be included in the Maintenance and Technical Support Program fees set forth in Exhibit 1.

9. License: Copyright Ownership

(a)(1) Contractor owns all rights, title and interest to the Proprietary Software and related documentation, including all custom modifications, derivative works and all technical and functional designs and functional designs relating thereto. Neither the Proprietary Software nor the Services related to Proprietary Software hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). The City shall not disassemble, decompile or reverse engineer the Proprietary Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by the Contractor. With respect to the Altaris® Proprietary Software the parties acknowledge and agree that the City currently holds a fully paid, perpetual license to use such software in accordance with the license terms set forth in the License. With respect to the Proprietary Software provided under the Original Agreement, the parties acknowledge and agree that the City currently holds a fully paid, perpetual license to use such software in accordance with the license terms set forth in the Original Agreement. With respect to Proprietary Software provided under subject to or modified under this Agreement, pursuant to a Task Order or otherwise, the City shall be granted a paid-up, perpetual, non-exclusive, royalty-free, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") such Proprietary Software for the City's internal use. on either (i) those processing units currently in use (if relating to updates, enhancements or modifications to already licensed Proprietary Software), or (ii) those processing units specified in the Task Orders and in the quantities and types specified in the Task Orders (if relating to new Proprietary Software). The City may make one (1) archival copy for back-up purposes. Except as set forth in this Agreement, the license will be for operations use only and does not authorize the City to make any alterations, adaptations, translations or derivative works to such Software without approval of Contractor. Licensing and maintenance terms for Commercial Software shall be subject to the terms of the provider of such Commercial Software. Nothing herein shall prevent the City from access to and manipulation of the Commercial Software consistent with the licensing provisions for such Commercial Software. As a precondition of acceptance of any software, Contractor warrants that, to the best of its knowledge and belief, no license provided to the City pursuant to this Agreement violates any third party intellectual property rights in any way.

(2) Upon execution of this Agreement, the City and the Contractor shall enter into a Source Code Escrow Agreement (in substantially the form attached hereto as Exhibit 5 - Escrow), pursuant to which the Contractor shall promptly deposit into trust with a mutually acceptable escrow agent, one copy of the Source Code for each component of the Contractor's Proprietary Software, any associated available documentation pertaining to the Contractor's Proprietary Software, and any other material required in the Source Code Escrow Agreement, to assist the City in its ability to configure, install and support the Contractor's Proprietary Software. Contractor shall pay the reasonable costs of the Escrow Agent. If any of the Release Conditions as specified in the Source Code Escrow Agreement

are met, the City shall have access to Source Codes for the Proprietary Software and be entitled to alter, adjust, translate or create derivative works from such Proprietary Software as needed solely for the City's own use in support of the operations of the CAD System.

The City will not allow any person or entity to have access to the Proprietary Software except employees of the City who need to have access to the Proprietary Software for purposes in which such Proprietary Software is licensed. In the event of improper access or disclosure or breach of the license, Contractor as its sole remedies against the City shall be entitled to seek temporary or permanent injunctive relief damages at law.

(b) If requested by the City, Contractor will provide or cause to be provided any updates, enhancements or modifications to Commercial Software after acceptance of such Commercial Software. Contractor shall and shall cause its Subcontractor(s) to promptly provide any updates or enhancements to licensed Commercial Software promptly after such updates and enhancements first became available in accordance with this provision. Contractor shall further provide or cause to be provided a notification of the provided effect on the CAD System if installation of any upgrade or enhancement occurs, and of its recommendations to the City as to whether or not any such upgrade or enhancement should be installed. Such update and enhancements shall exclude custom software designed exclusively for use by a specific third party other than the City of Chicago. Notwithstanding any other terms of this provision, Contractor shall only be obligated to provide such updates, upgrades enhancements or modifications to Commercial software which it is able to certify to function properly with the Contractor's Proprietary Software.

10. CAD Network Support

Contractor shall provide CAD Network Support for the OEMC communications center and other locations as directed by OEMC management. Work performed as part of this agreement will include design, installation, configuration, troubleshooting, monitoring and upgrading of the OEMC network. The O&M Team shall perform the following network related activities:

- (a) Plan and install CISCO related appliance IOS patches and updates, including security related.
- (b) Monitor, troubleshoot, and optimize the network and network configurations.
- (c) Maintain and update network appliance configurations for related network changes.
- (d) Maintain, monitor, and optimize network security appliances.
- (e) Plan and support for network security scanning.
- (f) Perform network appliance configuration backups and restoration of network configurations, if needed.
- (g) Perform monthly, quarterly, and annual maintenance checks.

Contractor shall not be providing 24 x 7 help desk coverage for the network and assumes that the City will continue in this role. The City will provide network connectivity for diagnostic and maintenance purposes.

The support provided will be limited to 576 hours annually. CAD network support that exceeds this will be invoiced at Time and Material (T&M). Any time used to correct issues caused by Northrop Grumman

shall not be counted in the 576-hour limit.

11. Client Workstation Upgrade to Microsoft Windows 10

Introduction.

This Section outlines the Client Workstation Upgrade to Microsoft Windows 10 for the Northrop Grumman CAD system.

1. Client Workstations

Northrop Grumman will provide the skilled labor and management services necessary to upgrade the CAD client(s) to Microsoft Windows 10 for the following:

- Operations Floor Workstations
- Remote Police Workstations
- Police Administrative Workstations
- Remote Fire Workstations
- Fire Administrative Workstations

The CAD client for the Fire Joker-stands operating at the fire houses will be provided to operate on a minimum of Microsoft Windows 7 given 3rd party components for touch screens, Locution, and Telpar printers may not be available for Microsoft Windows 10.

2. Porting and Related Components

(a) CAD Client Core Component Port to Windows-10

Northrop Grumman will port the CAD client core components to Microsoft Windows-10 64-bit architecture. This will bring the CAD client software core components to be in alignment with Microsoft newest operating system offering.

The existing Northrop Grumman CAD GUI client will be ported to Microsoft .NET 4.6 or later. The current CAD client operates under Microsoft Windows XP; Windows XP is only supported up to Microsoft .NET 4.0. Northrop Grumman is committed to providing the latest Microsoft .NET 4.6 or greater to the OEMC given the rich set of features and capabilities of .NET as it continues to evolve with enabling technologies along with the latest updates for security vulnerabilities. The CAD GUI client will also be updated to the latest Infragistics 3rd party software libraries which provide specialized widgets that are used in the CAD GUI to support the CAD triage functionality.

(b) OriStar Map and OriPlay Components

Northrop Grumman will be supplying through OriStar, a software port of the OriStar Map and OriPlay for Microsoft WIN-10. OriPlay provides the ability to playback unit GPS information. This will include all the necessary software porting, testing and validation for WIN-10.

(c) Locution Components

Locution is used by the CAD GUI at remote fire joker-stand to provide annunciation in the fire station when the fire station is dispatched to an event. Fire station speakers are activated and based up on the CAD type, as to whether EMS service or the fire service is being requested or both regarding annunciation. Locution is still working to validate their product on WIN-10. It may or may not be ready

at the time of the WIN-10 upgrade, and a fall back plan to WIN-7 will be provided. Locution will supply future updates as long as there is a valid maintenance contract in place.

(d) Hummingbird Components

The Hummingbird product which is used for MIS access will be provided and twenty-five (25) licenses for the WIN-10 workstation upgrade.

(e) CAD Workstation Desktop Infra-Structure and Management Components

Northrop Grumman will update the CAD GUI Start-OPS client workstation scripts for WIN-10; validate deployment scripts on the WIN-10 image configuration and workstation hardware; and a new workstation image(s) will be developed with the Acronis software for each workstation image type.

(f) CAD Functionality Testing and Validation on WIN-10

Northrop Grumman will provide for the high-level CAD functional testing for WIN-10 and WIN-7 for the Joker-stands. The GUI Acceptance Test Matrix (ATM) will be used as the basis for the commands and functional testing: Event Entry, Status Commands, e.g., Dispatch, On-scene, Close, etc., CAD Queries, Status Monitors, PSAP CAD integration and related functionality, OriStar Map Note: Appropriate workstations types that have maps, and WIN-7/Joker-stand CAD functionality.

(g) Operations Floor Workstation Environment Validation

The Operations Floor Workstation Environment will consist of the following validation and verification points for the final hardware and software integration: workstation use cases for Operations Floor, e.g., police and fire call-taker, and police and fire dispatcher; dual network teaming and multiple network card(s); Vetra multiple keyboard and mouse arbitrator; multiple video displays; PSAP Integration Testing and Validation where applicable- Note: OEMC will provide any necessary support for Vesta; printers/models will be validated that exist today, e.g., Canon, HP, etc.; VNC (Virtual Remote Desktop); Open Secure Shell (SSH); OriStar Map and OriPlay port/upgrade to WIN-10; and Symantec Anti-Virus

(h) Police and Fire Remote Workstation Environment Validation

The Police and Fire Remote Workstation Environment will consist of the following validation and verification points for the final hardware and software integration: network card; printers/models will be validated that exist today, e.g., Canon, HP, etc.; VNC (Virtual Remote Desktop); Open Secure Shell (SSH); OriStar Map and OriPlay port/upgrade to WIN-10 will be deployed where licenses already exist; and Symantec Anti-Virus.

(i) Fire Remote Joker-stand Workstation Environment Validation

The Fire Remote Joker-stand Workstation Environment will consist of the following validation and verification points for the final hardware and software integration: network card; printers will be validated that exist today, e.g., Telpar Parallel SP-2021, Telpar USB MTP-2283. Note: The Telpar SP-2021 may not be supportable under WIN-10.; Locution (Station Annunciation); NEC Touchscreens, e.g., LCD175M and LCD171M. Note: Vendor drivers must be available from NEC for WIN-7 and WIN-10. VNC (Virtual Remote Desktop); Open Secure Shell (SSH); and Symantec Anti-Virus.

2.1 Customer Responsibilities

The Customer Responsibilities are as follows:

- Provide Dell validation and verification workstation hardware and the Microsoft Operating System WIN-10/WIN-7 (Joker-stand) professional software as required prior to procuring the final Dell workstation for the operations floor.
- Provide Dell workstation hardware and software support. This would include Dell workstation hardware and software support to address configuration or setup issues.
- Provide Dell workstations that are used by the developers for WIN-10 as required.
- Provide the any new Vetra keyboard and mouse arbitrators for the operations floor while the older Vetra units are sent to Vetra for firmware updating.
- Provide Dell test workstations, multiple desktop monitors, Vetra arbitration devices, Canon printer access and any necessary Dell drivers to Northrop Grumman for their engineers for testing and deployment purposes.
- Provide for any needed environmental requirements for the new workstations, HVAC, electrical power, space requirements at the OEMC
- Provide the on-site system administrator, on-site project manager database administrator, on-site software engineer and project manager to assist with any needed specialized testing or support. The Northrop Grumman software engineer will transfer knowledge to on-site project manager so the on-site project manager can provide for future workstation replacement deployments.
- Provide support and access to Northrop Grumman in the troubleshooting of workstation issues during business hours.
- Provide for 3rd Party support including AT&T/Vesta, Canon (printer driver), Symantec Antivirus, Acronis, as required for WIN-10 support.
- The OEMC on-site project manager will assist in providing the WIN-10 training and documentation required by OEMC training staff.
- Provide for the final testing of the WIN-10 GUI and WIN-7 for the Joker-stands.
- Establish OEMC project manager for interfacing to Northrop Grumman.

Assumptions

The following assumption(s) apply:

- The WIN-10 and WIN-7 operating systems are Microsoft off-the-shelf industry standard offerings. Given the WIN-10/WIN-7 operating systems have different user interfaces, staff training adjustments may have to be made given the differences. No user interface adjustments are in this upgrade for any WIN-10/WIN-7 operating system changes that are beyond Northrop Grumman's ability to control.
- Locution maintenance will continue to be in effect through the maintenance period contract as long as the Locution product is being used in the OEMC environment.
- VNC maintenance will continue to be in effect through the maintenance period.

12. Reporting

As part of the Services, Contractor shall provide the City with reports in the form, and with the frequency, and covering the information, described in Exhibit 7 – Sample Status Report, or as otherwise, mutually agreed in writing, from time to time.

13. Right of Entry

A. Access

Contractor, and any of its officers, employees, Subcontractors, sub consultants or agents, shall have a right to enter upon any City facility in connection with the performance of the Services, subject to the terms and conditions herein. The Contractor will be required to wear identifying badges while on site at any City Facility. Contractor shall comply with all security measures required by the City, including reasonable limitations on access and restrictions on times of entrance.

B. Care of City Property

Contractor shall use, and shall cause each of its officers, employees, subcontractors, and agents to use all reasonable care when entering upon any property owned or leased by the City. Contractor shall comply and shall cause each of its officers, employees, sub consultants and agents to comply with any and all instructions and requirements for the use of such property.

14. Personnel

- (a) **Qualifications of Personnel.** Contractor shall, and shall cause the Subcontractors to assign and maintain throughout the completion of all Services an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as reasonably needed and qualified to perform all the terms of this Agreement. The level of staffing may be revised from time to time by notice in writing from Contractor to City with written consent of the City.

15. Problem Priority Level Descriptions

Problems will be considered **Priority 1 (Critical)** if they result in:

- A software defect or hardware failure which significantly affects the system or a component's ability to accomplish a critical system function, for which there is no workaround/alternate solution available. The following are examples of Priority One Problems:
- Complete system outage (Including failure of standby cluster systems)
- The loss of a major portion of call taker or dispatcher operations
- The inability to dispatch to a geographic area
- Loss of location verification functions
- Loss of unit recommendation functions
- Loss of unit status change functions
- Loss of multiple remote database links or interfaces
- Loss of query functionality (EQ-UQ)
- Loss of MDT/PDT functionality
- Loss of GPS/AVL functionality or mapping

Problems will be considered **Priority 2 (Major)** if they result in:

- A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system function, but for which there is a workaround/alternate solution available.
- The loss of an interface.
- A software defect or hardware failure that causes loss of a major system function such as file maintenance, CAD and external queries, or miscellaneous field functions, for which there is no workaround/alternate solution available, but which does not cause the loss of critical system functions.

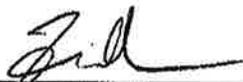
Problems will be considered **Priority 3 (Minor)** if they result in:

- Minor software defect or hardware failure in a critical system.
- A software defect or hardware failure that causes loss of a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a workaround/alternate solution available.
- A software defect or hardware failure which may significantly affect the system or a components ability to accomplish any support function such as file backups, purging, or statistical reporting.
- Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.

All other problems and requests for consultation will be classified as **Priority 4 – Informational Requests**.

REVIEW AND APPROVAL

This form must be signed by both the Originator of 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.



Zachary Williams
OEMC
Director of Information Services



Alicia Tate-Nadeau
OEMC
Executive Director

**EXHIBIT 1
SAFETY PAD**

Note: Northrop Grumman Systems Corporation (NGSC—the Contractor) has purchased and is providing Level II support from OPEN, Inc. ("OPEN"), a Minnesota corporation which includes 24-hour support with response times as set forth below.

Maintenance for the OPEN SafetyPAD product will be provided and paid for Contractor, through OPEN, on the following terms. Maintenance related problems are usually resolved by interfacing via phone (voice or remote connection). Remote access software, via Microsoft Terminal Services or equivalent, will be provided and installed by OPEN onto the server where the SafetyPAD application is installed. A maintenance agreement is required when purchasing and for the ongoing utilization of the SafetyPAD system.

Maintenance Level II DOES include:

1. Maintenance noted for SafetyPAD includes SafetyPAD mobile, SafetyPAD base, and all optional software modules and interfaces to 3rd party vendors (such as mapping, GPS, billing, state, etc.)
2. Corrections of substantial defects in SafetyPAD so that SafetyPAD will operate with reliable functionality and without loss of data.
3. Periodic updates of the SafetyPAD that may incorporate (A) corrections of any substantial defects, (B) fixes of any bugs, and (C) at the sole discretion of OPEN, enhancements to the SafetyPAD. Updates will be provided either remotely or on-site based on the complexity of the upgrade.
4. Telephone support is provided on a 24 hour by 7-day basis as set forth in Section 6 below. Response times for such support shall be as set forth in Section 4 below. Email and internet-based maintenance and support are included in all maintenance agreements.
5. Maintenance at OPEN's office of a test version, including a test database, for the most recent version of NGSC's software release.

Maintenance Level II DOES NOT include:

1. Custom Programming Services. These services may be necessary to accommodate features or functionality unique to City or NGSC unique needs and/or requirements. However, any software changes/enhancements to SafetyPAD that can be utilized by most EMS agencies may be included as part of maintenance at no additional charge.
2. On-site support. (See On-Site Support below).
3. Training. (see Training below)
4. Hardware and related supplies. Warranty for hardware varies on manufacturer's terms and conditions. OPEN must be contacted by NGSC in the event any hardware defects occur. If equipment is procured through OPEN, defective equipment should be sent to OPEN, unless

otherwise specified by OPEN. Once repaired, the hardware manufacturer or OPEN will send properly configured equipment back to NGSC. The hardware manufacturer and NGSC will pay postage expenses.

5. **Third Party Software, Wireless Connectivity and Network Infrastructure.** OPEN does not warranty or support third party applications, wireless connectivity or network infrastructure provided by third parties. Support for units executing OPEN software where defects to the use and application of the programs is caused by third party software or services not provided in the master image by OPEN will incur charges to the NGSC on a time and material basis and will be charged per occurrence at the labor rate of 125.00/hour for Support on issues caused by software or hardware not provided by OPEN which impacts software covered by this Agreement.

On-Site Support

OPEN, upon mutually agreed terms, will provide NGSC On-Site Support. NGSC provision of on-site support is contingent upon mutual agreement with the City. Any on-site support from OPEN will be quoted to the City on a Task Order basis.

Response Times to service calls

OPEN, offers the following response times;

- a. 1-hour response times during normal business hours for Priority 1 Problems and by close of business on the same day the problem is reported. For all other problem priorities. (8:00am - 6:00pm CST excluding weekends and Federal Holidays).
- b. After-hours technical support (6:00pm - 8:00am CST, including weekends and Federal Holidays) with 2-hour response times for Priority 1 Problems and by close of business of the following day the problem is reported for all other problem priorities.

Response time is defined as the length of time between notification by authorized representatives of NGSC or the City by means of the toll free support telephone AND definition of the problem through cfdsupport@safetypad.com and the moment an OPEN representative establishes contact with a representative of the reporting party via telephone or email acknowledging receipt of the notification. Response time is not a measure of the length of time required to resolve the reported problem.

Training

Upon installation of SafetyPAD at NGSC, future training may be necessary for new personnel, etc. OPEN, upon mutually agreed terms, will provide training at a mutually agreed time at the offices of OPEN, unless agreed by both parties to conduct the training elsewhere. NGSC agrees to pay OPEN all costs associated with this training, including (i) charges for OPEN's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes. Charges for Training will be the same as those noted above for On-Site Support. All charges to NGSC for training will be agreed to in writing prior to OPEN's provision of training services.

Support

Support is defined as technical assistance by telephone, email, or on-site for NGSC's internal support personnel who have specific questions pertaining to the operation of SafetyPAD. OPEN agrees to provide a toll free telephone number and establish cfdsupport@safetypad.com to facilitate contact of OPEN staff for requests for service. NGSC or authorized representatives from the City agree to contact OPEN staff via the toll free number AND identify and report the problem via cfdsupport@safetypad.com.

OPEN staff shall provide support and prioritize resolution of problems based on the criticality of the issue as set forth below:

- Priority 1 – Problem crashes system or makes it otherwise unusable. Response will be via telephone support and remote connectivity. Initial support phone call to be answered within 60 minutes of notification by NGSC.
- Priority 2 -Problem prevents functionality and there is no workaround. Response will be via telephone support and remote connectivity. Initial support phone call to be answered within 120 minutes of notification by NGSC.
- Priority 3 - Problem prevents functionality but there is a workaround Response will be via telephone support and remote connectivity. Initial support phone call to be answered within same business day hours of day of notification by NGSC.
- Priority 4 - Problem does not prevent functionality and is therefore minor (cosmetic, documentation, etc.) in nature. Initial support phone call to be answered within 48 hours of day of notification by NGSC.

Response time is the time by which the NGSC representative first makes contact with an employee or designee of OPEN. Response time does represent issue resolution and/or deliverable of changes to resolve experienced problems. OPEN will utilize the same afore stated priority classification when scheduling problem resolution releases and will make all possible efforts to resolve the identified problems in a timely manner.

Special for NGSC

Telephone and e-mail support are included with a yearly maintenance contract. NGSC is required to establish an internal first tier support for dealing with end user issues. Only designated representatives from the NGSC or CFD are authorized to contact OPEN. Designated representatives shall be granted the authority to allow OPEN to bill on time and materials for issues addressed which are not covered by this Maintenance Agreement as outlined in the "Maintenance Level II Does NOT include ..." section of this document." On-site support is available for an additional fee.

EXHIBIT 2
PERFORMANCE AND CAPACITY STANDARDS

Introduction

Attachment 2 outlines the Performance and Capacity standards for the Northrop Grumman CAD system.

a. Performance Standards

Northrop Grumman shall perform the Services in a manner necessary and appropriate to ensure that the CAD system operates and is maintained in accordance with the Performance Standards as set forth below:

b. Availability Requirements

The Northrop Grumman CAD System Software Availability:

Time Period	Availability Requirement (percentage of total number of minutes in the Time Period)
Contract year	Not less than 99.995%

Figure 1: Availability Requirements

The Availability Requirements do not include pre-planned system downtime(s) due to system upgrades, software & hardware enhancements, or software & hardware maintenance that are necessary to maintain the systems and system-related components.

The Availability Requirements do not include network outages, electrical outages, hardware failures/outages and/or issues that are outside the Northrop Grumman CAD software and CAD software Contractor domain and ability to control, including acts of God.

Software customization and enhancements that have been requested by the City are excluded from the availability requirement for fourteen (14) days from the time the enhancement(s) is placed into the live production server environment to give the Contractor time to remedy any such problems with the enhancements(s) and/or customizations.

The Contractor will work to provide continuous software support if the customization or enhancement(s) impacts the Northrop Grumman CAD software, including the extracting of the software in question until the issue can be resolved. All pre-planned downtime will be coordinated with the City, with the City providing the time of such occurrences for the planned downtime.

c. Performance and Capacity Monitoring

Northrop Grumman will collect data and system statistics, and retain data for a period of 1 year, for purposes of reporting system performance, and projecting system capacity requirements. Regular reports will be generated and made available to the City. Reports will be for systems that are deemed "critical" to the operation of the CAD and CAD supporting functions. As of this contract signing, the current capacity reports are generated daily, and represent a 30-day history of system capacity. Reports are made available on an internal City web server, and access to the reports will be granted as requested by the designated City CAD manager. Special requests may be made for detailed system performance reports, specifically as related to a system change, or a reported system issue/problem.

As the hardware and operating systems are provided by the City, the Contractor will utilize tools and utilities that are available natively on the operating systems, or other specific data gathering utilities that are provided by the City.

The current utility used for performance and capacity data gathering is Hewlett Packard Openview Performance Agent, which is licensed per operating system, and is available for any Windows, Linux, or UNIX platform. The City owns and maintains the licenses and support for current instances of the HP Openview Performance Agent software.

d. Support Response Time Requirements

Support Response Times:

Priority of Reported Issue	Response Required	Maximum Response Time
All Maintenance Reports	Telephone response	30 minutes
Priority 1 & Priority 2	Remote T1 or VPN access, or site visit	1 hour
Priority 3 & Priority 4	Remote T1 or VPN access, or site visit	Next Business Day

Figure 2: Support Response Time Requirements

The first level of response by Northrop Grumman will be the onsite personnel and will be followed by notification to the designated corrective maintenance staff led by Northrop Grumman’s Technical Manager. In the event that the designated staff is not available or additional help is needed, the City will contact the Northrop Grumman Program Manager or designee to facilitate the handling of the situation.

The City will provide a T-1 (or equivalent network capability) for network connectivity between the Chicago OEMC and the Contractor’s office. The network appliances and associated software used for this connectivity will be supplied by the Contractor.

e. Reporting Requirements

Type of Report	Report Description	Report Frequency or Due Date
Monthly Report	A monthly report will only be produced when there are ongoing and outstanding task orders requiring the management of a Contractor Project Manager. The City does not require the Contractor to submit a Monthly Report concerning preventative, corrective, or operational support.	5 th Business Day of Month
Weekly Status Report	Purpose of outlining the previous week’s System Administrator and Database Administrator activities and the planned activities for the near term. The weekly reports will be submitted to the City’s designated CAD manager.	Weekly

Figure 3: Support Response Time Requirements

f. Problem Priority Level Descriptions

Problems will be considered **Priority 1 (Critical)** if they result in:

- A software defect or hardware failure which significantly affects the system or a component's ability to accomplish a critical system function, for which there is no workaround/alternate solution available. The following are examples of Priority One Problems:
- Complete system outage (Including failure of standby cluster systems)
- The loss of a major portion of call taker or dispatcher operations
- The inability to dispatch to a geographic area
- Loss of location verification functions
- Loss of unit recommendation functions
- Loss of unit status change functions
- Loss of multiple remote database links or interfaces
- Loss of query functionality (EQ-UQ)
- Loss of MDT/PDT functionality
- Loss of GPS/AVL functionality or mapping

Problems will be considered **Priority 2 (Major)** if they result in:

- A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system function, but for which there is a workaround/alternate solution available.
- The loss of an interface.
- A software defect or hardware failure that causes loss of a major system function such as file maintenance, CAD and external queries, or miscellaneous field functions, for which there is no workaround/alternate solution available, but which does not cause the loss of critical system functions.

Problems will be considered **Priority 3 (Minor)** if they result in:

- Minor software defect or hardware failure in a critical system.
- A software defect or hardware failure that causes loss of a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a workaround/alternate solution available.
- A software defect or hardware failure which may significantly affect the system or a components ability to accomplish any support function such as file backups, purging, or statistical reporting.
- Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.

All other problems and requests for consultation will be classified as **Priority 4 – Informational Requests**.

EXHIBIT 3
KEY PERSONNEL

Introduction

This Exhibit lists Key Personnel and Other Personnel.

Key Personnel

a. TECHNICAL MANAGER (Full-time)

Responsibilities include technical leadership for the Northrop Grumman team – includes (CAD application development, management information systems, interfaces, and collaborating with 3rd party hardware and software vendors, technical scope for change orders, trouble-shooting CAD and E-AVL application, interface and/or CAD network issues.)

b. APPLICATIONS PROGRAMMER (Full-time)

Responsibilities include CAD enhancements to the CAD and ancillary systems at the OEMC, including, E-AVL, etc., at the discretion of the OEMC CAD Manager. The applications software engineer provides customer approved programmatic changes, requirements gathering, design, development, testing and documentation. This will include troubleshooting when required.

c. DATABASE ADMINISTRATOR (Full-time)

Responsibilities include maintaining all Oracle databases related to the CAD and MIS Systems. This includes break fix and proactive monitoring. This also includes support for MIS reports

d. SYSTEM ADMINISTRATOR (Full-time)

Responsibilities include maintaining the Linux operating system, reviewing hardware error logs and providing proactive firmware updates on all CAD and MIS servers.

Note: All positions above are expected to work 40 hours per week. These positions are NOT subject to Overtime, however, hours worked in excess of 40 hours per week will be addressed as set forth in Attachment 5.

Other Personnel

e. PROGRAM MANAGER (Full-time)

Responsibilities include leading the team, managing the team (timesheets, expenses, subcontracts etc.), over-site of the implementation maintenance contract, over-site of task orders, subcontractor management, ensuring performance of contract parameters for quality, software defects, customer relations, managing the overall health of the program.

f. PROJECT MANAGER (Part-time)

Responsibilities include managing the implementation of task orders (software enhancements, software updates, and customer facing coordination for onsite NG and vendor visits, meetings and development of system enhancement requests. Maintain professional close user relationship relative to our product and services regarding areas of innovation and improvement. Manage NG relationship with OEMC onsite vendors and NG team.

g. DEPLOYMENT ENGINEER (Part-time)

Responsibilities include testing software releases, deploying software releases, trouble-shooting CAD

application issues with OEMC floor employees and support for task-orders.

h. TECHNICAL PROJECT MANAGER (Full-time)

Responsibilities include managing day to day services requests from the OEMC Director of Information Systems and the OEMC Help Desk. This includes CAD hardware issues and requesting vendor repairs per the SLA. Completes OEMC approved CAD data change or addition requests. This position assists with the deployment of CAD releases to the Operations Floor, ARS/311, and Remote Sites as required.

i. JAVA PROGRAMMER (Full-time)

Responsibilities include the daily maintaining and troubleshooting of the OEMC specialized JAVA applications for the OEMC at the discretion of the Director of Information Systems. These will include the JAVA applications programmer to apply approved programmatic changes, requirements gathering, design, develop, testing and documentation.

EXHIBIT 4
INITIAL PROBLEM DETECTION

Introduction

The City will be responsible for execution of the following tasks and activities associated with system failure or fault identification, isolation, diagnostics, and implementation of corrective action.

Initial Problem Detection

a. Initial Analysis

The City will perform the Initial analysis of the maintenance event. This will result in the City identifying the nature (hardware/software/unknown) and seriousness (critical/routine) of the problem. The Initial analysis will include providing the following information to the Help-desk technician(s), (currently staffed by Unisys):

- a) Time and date of incident
- b) Name of staff reporting the problem
- c) Location/console position that reported the problem
- d) Identification of the system, server, or workstation experiencing the problem
- e) Function being attempted at the time the failure or fault occurred
- f) Error messages displayed
- g) System condition prior to failure or fault
- h) Commands being executed or attempted to be executed at the time of the failure or fault
- i) Length of time the problem or fault has been experienced
- j) Failure or fault restricted to a single system, server, workstation, or other component
- k) Present condition of other systems, server, or workstations

b. Hardware and Software Maintenance

The City will continue to maintain mission critical hardware and software maintenance support under separate maintenance agreements.

c. Primary Contact

The City will assign a primary contact to assist the Help Desk in the initial problem detection, diagnostic, and initiation of corrective action; and to coordinate appropriate schedules in connection with helpdesk services, and to provide other coordination activities that are necessary for the helpdesk to perform its maintenance duties.

d. Backups

The City will perform system and file backup according to Contractor documented procedures.

e. Personnel and Security

The City will administer and maintain CAD System personnel and security in accordance with Contractor documented procedures.

EXHIBIT 5
ESCROW AGREEMENT



THREE-PARTY ESCROW SERVICE AGREEMENT

Deposit Account Number: _____

1. Introduction.

This Three Party Escrow Service Agreement (the "**Agreement**") is entered into by and between Northrop Grumman Information Technology, Inc., located at 12005 Sunrise Valley Drive, Reston, VA 20191 (the "**Depositor**") and Depositor's affiliates and subsidiaries, and by the City of Chicago a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois ("**City**"), acting through its Office of Emergency Management and Communications ("**OEMC**"), located at 1411 West Madison Street, Chicago, IL 60607 (the "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") on this ___ day of _____, 200_ (the "**Effective Date**"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS, Depositor and Beneficiary have entered into a Service Agreement dated as of _____, _____ (the "**Service Agreement**"), which describes, among other things, the license by Beneficiary of certain of Depositor's Proprietary Software (as defined in the Service Agreement) in accordance with the terms and provisions thereof; and

WHEREAS, the availability and maintenance of such Proprietary Software is critical to Beneficiary in the conduct of its operations and, as a consequence, Depositor has agreed to deposit in escrow a machine-readable copy of source code, object code, source code specifications, and other items as described in this Agreement, to operate, support, and maintain the Proprietary Software without reliance on or support from Depositor; and

WHEREAS, the Deposits are to be held by Iron Mountain in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree to the foregoing and as follows:

The use of the term "**Services**" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "**Iron Mountain Website**"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "**Work Request**"). The Parties desire this Agreement to be supplementary to the Service Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities.

- (a) Depositor shall provide all information designated as required to fulfill a Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("**Authorized Person(s)**") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Depositor Information**").
- (c) Depositor shall deposit the following: (i) All Depositor-developed or owned source code for the Proprietary Software supported and maintained for Beneficiary under the Service Agreement, including all source code listings in human-readable and machine-readable form; (ii) All enhancements to the Proprietary Software to which Beneficiary is entitled under the Service Agreement, to the extent the source code for such enhancements is not provided to Beneficiary pursuant to the terms of the Service Agreement; (iii) Any available sub-programs, routines, program files, data files, file and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts of the Proprietary Software, whether in human-readable or machine-

readable form (collectively, "Additional Programs") that are currently in the possession of the Depositor; (iv) Any available program load and start-up instructions, directions, information and material currently in depositor's possession which will enable a reasonably skilled programmer to load and execute (including compiling if necessary), the source code without the assistance of Depositor or any other person or reference to other materials (collectively, "Load Instructions"); (v) All available Depositor-developed or owned maintenance and support tools, utilities, diagnostic programs, and supporting programs used or utilized by Depositor internally in the support or maintenance of the Proprietary Software, whether in human-readable or machine-readable form (collectively "Support Tools"); (vi) All currently available documentation and source code specifications including, without limitation, a list of all the names and business addresses and telephone numbers of key programmers or authors currently employed by Depositor, of any portion of the Proprietary Software ("Programmer List"); (vii) A complete list of third party products, including versions, incorporated in the Proprietary Software; (viii) All third party system utilities (compiler and assembler descriptions), a description of the system/program generation, and descriptions and locations of programs not owned by Depositor that are required for use and/or support of the Proprietary Software to the extent that such items exist and are currently in Depositor's possession; and (ix) Any other information and technical materials in Depositor's possession that are required for a reasonably skilled computer programmer to maintain, modify or enhance the Proprietary Software without the aid of Depositor or any other person and without reference to any other materials.

- (d) Depositor shall make an initial deposit that is complete and functional of all Proprietary Software and other materials as described in the preceding paragraph ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor shall also update the Deposit Material thirty (30) calendar days after the close of each calendar quarter during the Term of this Agreement so that a minimum of one (1) complete and functional copy of the current Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (e) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto, consents, upon receipt of notice from Iron Mountain that Beneficiary has submitted a Work Request for verification Services, to promptly completing and returning the Escrow Deposit Questionnaire attached as Exhibit Q to Iron Mountain, and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.
- (f) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;
- (g) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously;
- (h) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and
- (i) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities.

- (a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.
- (b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**") who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").
- (c) Beneficiary acknowledges that, solely as between Beneficiary and Iron Mountain, in the absence of a Work Request for verification Services, that Beneficiary assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the

Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.

- (d) In the event that Beneficiary submits a written Work Request for Iron Mountain to perform verification Services, Beneficiary shall warrant in such request that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services requested therein is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.
- (c) Iron Mountain will provide notice by regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of Verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.
- (f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.
- (g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. Payment.

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of .86% per month (10% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the Service Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur:
 - (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain;
 - (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this

Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.

- (b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.
- (c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Depositor and Iron Mountain shall defend, indemnify and hold harmless each other and Beneficiary, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

If there is a claim brought against Iron Mountain that the Deposit Material infringes intellectual property rights or any other rights of a third party and such claim includes a threat of liability for Iron Mountain (as reasonably determined by Iron Mountain) in the event of release of the Deposit Material by Iron Mountain to Beneficiary (an "IP Infringement Claim"), then Depositor shall defend, indemnify and hold harmless Iron Mountain, its corporate affiliates and its officers, directors, employees, and agents and its successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), incurred by Iron Mountain in connection with such IP Infringement Claim including any liability Iron Mountain incurs as a result of a release of the Deposit Material to Beneficiary.

8. Warranties.

- (a) **Iron Mountain.** ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.
- (b) **Depositor.** Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) **Beneficiary.** Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

TYPE OF INSURANCE	COVERAGE AMOUNT	TYPE OF INSURANCE	COVERAGE AMOUNT
General Liability	\$2,000,000 General Aggregate	Crime Insurance	\$2,000,000 Each Occurrence

General Liability	\$1,000,000 Each Occurrence	Umbrella Coverage	\$5,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Occurrence		

All certificates of insurance shall name Depositor and Beneficiary as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that Depositor and Beneficiary be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT BUT EXCEPT AS OTHERWISE SET FORTH BELOW IN THIS SECTION 11, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO TEN TIMES THE THEN ANNUAL FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. THIS LIMIT SHALL NOT APPLY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VII) DAMAGES ARISING OUT OF ANY BREACH OF CONFIDENTIALITY OBLIGATIONS AS STATED IN SECTION 10, SAID BREACH SOLELY ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, DEPOSITOR'S LIABILITY TO BENEFICIARY FOR ANY BREACH OF DEPOSITOR'S OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE TERMS OF THE SERVICE AGREEMENT.

12. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

- (a) **Incorporation of Work Requests.** All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement.
- (b) **Purchase Orders.** The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.
- (c) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Illinois, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

- (e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any employee of Depositor or Beneficiary who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.
- (f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.
- (h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (m) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the Chicago Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply Illinois law. Unless otherwise agreed by the Parties, arbitration will take place in Chicago, Illinois, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (n) Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (o) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(p) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS AND AUTHORIZED PERSONS/NOTICES TABLE FOLLOW ON THE NEXT PAGE

The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

COMPANY NAME:	Northrop Grumman Information Technology, Inc.
SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	

BENEFICIARY

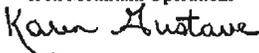
COMPANY NAME:	City of Chicago
SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

Approved as to Form and Legal Content:
 Iron Mountain Legal Department

 Thomas Lane, Contracts Specialist
 Date: 10/17/07

Approved as to Operational Content:
 Iron Mountain Operations

 Name: Karen Gustave
 Sr. Contracts Administrator
 Date: October 17, 2007

AUTHORIZED PERSONS/NOTICES TABLE

Please provide the name and contact information of the Authorized Persons under this Agreement. All Notices will be sent to these individuals at the addresses set forth below.

DEPOSITOR

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
STREET ADDRESS 1		STREET ADDRESS 1	
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE		POSTAL/ZIP CODE	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	

BENEFICIARY

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

TITLE:	Chief Procurement Officer	WITH COPIES TO:	
	Department of Purchases, Contracts & Supplies	TITLE:	Executive Director
STREET ADDRESS 1	Room 403, City Hall 121 North LaSalle Street	STREET ADDRESS 1	1411 W. Madison Street Room 400
PROVINCE/CITY/STATE	Chicago, Illinois	PROVINCE/CITY/STATE	Chicago, Illinois
POSTAL/ZIP CODE	60602	POSTAL/ZIP CODE	60607
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	
		AND	
		TITLE:	Corporation Counsel
			Department of Law
		STREET ADDRESS 1	Room 600, City Hall 121 North LaSalle Street
		PROVINCE/CITY/STATE	Chicago, Illinois
		POSTAL/ZIP CODE	60602
		PHONE NUMBER	
		FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain, Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED EXHIBIT A - Escrow Service Work Request - Deposit Account Number:

SERVICE Check box(es) to order service	SERVICE DESCRIPTION – THREE PARTY ESCROW AGREEMENT All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee- including Escrow Management Center Access <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	<p>Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.</p> <p>Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply.</p> <p>Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.</p>	\$1250	\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	<p>At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.</p>	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add File List Test	<p>Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.</p>	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory Test	<p>Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. Fee Contingencies Enclosed.</p>	\$5,000	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	<p>Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.</p>	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Deposit Usability Test – Binary Comparison	<p>Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.</p>	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Deposit Usability Test – Full Usability Test	<p>Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.</p>	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	<p>Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.</p>	N/A	\$500	<input type="checkbox"/> Depositor - OR -

				<input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____
 Hardware required _____
 Software required _____
 Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 2100 Norcross Parkway, Suite 150
 Norcross, GA 30071
 Telephone: (770) 239-9200
 Facsimile: (770) 239-9201

EXHIBIT C
RELEASE OF DEPOSIT MATERIALS

Deposit Account Number: _____

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. **Release Conditions.** Depositor and Beneficiary agree that Iron Mountain will provide notice via commercial express mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "**Release Conditions**"):
 - (i) Depositor's uncured breach of its support and maintenance obligations under the Service Agreement for the Deposit Material covered under this Agreement; or
 - (ii) Depositor's discontinuation of support services for the proprietary technology that is the subject of the Deposit Materials; or
 - (iii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
 - (iv) Depositor is subject to voluntary or involuntary bankruptcy; or
 - (vi) Depositor requests in writing that Iron Mountain release the Deposit Materials to Beneficiary.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("**Contrary Instructions**"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the Service Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT Q ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain Technology Escrow Services to the attention of Shane Ryan at shaneryan@ironmountain.com.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?

4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your contact information below:

Name: _____
 Telephone: _____
 Company: _____
 Address: _____
 City, State _____ Postal Code _____
 Country: _____
 E-mail: _____

For additional information about Iron Mountain Technical Verification Services, please contact Shane Ryan at 978-667-3601 ext. 100 or by e-mail at <mailto:shaneryan@ironmountain.com>.

www.ironmountain.com

EXHIBIT X

ADDITIONAL PROVISIONS to Three-Party Escrow Service Agreement

1. Assignments and Subcontracts

Iron Mountain must not assign, delegate or otherwise transfer all or any part of its rights or obligations under the Agreement or any part of it, unless otherwise provided for in the Agreement or without the express written consent of the Executive Director or the Chief Procurement Officer. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect. No approvals given by the City operate to relieve Iron Mountain of any of its obligations or liabilities under the Agreement.

2. Inspector General

It is the duty of any bidder, proposer, contractor or consultant, all subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, consultant, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Iron Mountain understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform subcontractors of the provision and require understanding and compliance with it.

3. Business Relationships with Elected Officials

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

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office

or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

4. Prohibitions on Certain Contributions

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

Iron Mountain represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Iron Mountain or the date Iron Mountain approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

For purposes of this provision:

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

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

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

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

- i. they are each other's sole domestic partner, responsible for each other's common welfare; and
- ii. neither party is married; and
- iii. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- iv. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- v. two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

5. Ethics

- A. In addition to the foregoing warranties and representations, Iron Mountain warrants:

- i. no officer, agent or employee of the City is employed by Iron Mountain or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).
- ii. no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subcontractors to the Iron Mountain or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

B. Iron Mountain further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

6. Conflicts of Interest

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

7. Chicago "Living Wage" Ordinance

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

- i. if Iron Mountain has 25 or more full-time employees, and
- ii. if at any time during the performance of its obligations Iron Mountain and/or any subcontractor or any other entity that performing under the Agreement (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- iii. Iron Mountain must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Agreement.

B. Iron Mountain's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of the engagement when the conditions set forth in A.1

and A.2 above are met, and will continue thereafter until the end of the engagement term.

C. As of July 1, 2006, the Base Wage is \$10.00 per hour. Each July 1, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this engagement, Iron Mountain and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Iron Mountain must pay the prevailing wage rates.

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

E. Not-for-Profit Corporations: If Iron Mountain is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section A through D above do not apply.

8. Right to Offset

In connection with Section 2-92-380 of the Municipal Code of Chicago:

- A. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Iron Mountain to the City. For purposes of this Section, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

B. Notwithstanding the provisions of subsection 9 above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- i. Iron Mountain has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Iron Mountain is in compliance with the agreement; or
- ii. Iron Mountain is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- iii. Iron Mountain has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

9. Fund Number

Payments under this Agreement will come from fund # _____ and are subject to the availability of funds therein. Payments may not exceed \$ _____ without a written amendment to this Agreement signed by the parties thereto.

10. Non-appropriation

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

11. MBE/WBE Compliance

It is the policy of the City that local businesses certified as Minority Business Enterprises (MBE) and Women Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

OEMC has consulted with the Department of Procurement Services pursuant to Section 2-92-500 of the Municipal Code, and they have determined that the nature of the services to be provided under this contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract.

12. Waste Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Iron Mountain warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

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

13. Iron Mountain's Certification Regarding Federal Lists

Iron Mountain certifies that neither the Iron Mountain nor any Affiliate of Iron Mountain appears on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. DEPARTMENT of the Treasury, the Bureau of Industry and Security of the U.S. DEPARTMENT of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

"Affiliate" for purposes of this Section means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

14. Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the

insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

15. Firms Owned or Operated by Individuals with Disabilities

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

16. EDS / Certification Regarding Suspension and Debarment

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

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

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

June 23, 2016

Executive Director Alicia Tate-Nadeau
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, IL 60607

Re: Sole Source Justification
Altaris®Gold CAD Maintenance Proposal

Dear Ms. Tate-Nadeau,

Northrop Grumman Systems Corporation (“Northrop Grumman”) has provided its solution for the continued maintenance of your *Altaris®Gold* CAD system and the upgrade of your current CAD Workstations to Windows 10.

Northrop Grumman is the sole entity that can provide the products and services in the manner proposed. The *Altaris®Gold* CAD software, the foundation of the City’s current dispatch operations, has historically provided uninterrupted operation ensuring reliable emergency response for the City’s citizens and employees. *Altaris®Gold* CAD software is the proprietary property of Northrop Grumman. There are no other contactors authorized or qualified to maintain this software. Northrop Grumman’s experience with the operation and maintenance of this system for 19 years means Northrop Grumman is the sole company that is able to provide ongoing support services for CAD maintenance and the support required to maintain high levels of availability.

The City has, through the years, had Northrop Grumman provide hardware and software ungrades and enhancements to your CAD system, so it continues to meet the needs of the City. The City’s continued use of the *Altaris®Gold* CAD provides the lowest risk option for continued dispatch for the City’s emergency services. Extending the life of your *Altaris® Gold* CAD is also a very price effective option for the City. The implementation of a new CAD system for the City will be very expensive, and may not include all of the enhancements and customizations which we have included in your *Altaris® Gold* CAD over the years

We are proposing a Package for 2 base years, plus 1 optional year that consists solely of *Altaris®Gold* Maintenance, in the manner in which we are currently providing maintenance.

Northrop Grumman has provided CAD systems continuously since the first CAD systems were deployed by us in the early 1970s. There is unrivaled corporate continuity with Northrop Grumman as your provider. With more than \$24 billion in annual sales and 65,000 employees, Northrop Grumman has the resources to support the City in the 9-1-1 arena as well as within the greater aspects of Command & Control should the City require our services.

Northrop Grumman is committed to the continuation of our longstanding partnership with the City of Chicago. We look forward to working with you to answer questions or provide additional information as you continue to move forward with this process.

Northrop Grumman's proprietary CAD system has provided near perfect reliability over a long period of time, assuring rapid emergency response to the City, keeping the citizens of the City safe. Continuity of our CAD system assures that there would not be any risk of downtime or the substantial additional cost for the conversion to a new system.

Sincerely,



John C. Kouri
Manager, Contracts
Northrop Grumman Systems Corporation



Attachment 1 - CAD Maintenance SOW - Fees – 3yr Period

Prepared for

**The City of Chicago Office of Emergency
Management & Communications (OEMC)**

Prepared by

Northrop Grumman Systems Corporation

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1.0 Introduction

Attachment 1 outlines the Schedule of Compensation/Fees associated with the Operations and Maintenance supporting the Chicago OEMC CAD System.

2.0 Preventative and Corrective Maintenance

The annual fee for the preventive and corrective maintenance and support services to be provided by Contractor under this Agreement shall be in accordance with the following Schedule. Contractor may invoice the City annually in advance of such annual fee.

<u>Base Contract</u>	<u>Annual Amount</u>	<u>Monthly Payment</u>
1. Year 1	\$3,473,537.33	\$289,461.44
2. Year 2	\$3,039,605.71	\$253,300.48
<u>Option Years</u>	<u>Annual Amount</u>	<u>Monthly Payment</u>
3. Optional Year 3	\$3,067,777.88	\$255,648.16
Total:	\$9,580,920.92	

2.1 Account Manager/Configuration Management

The annual fee for Account Manager/Configuration Management services to be provided by Contractor under this Agreement shall be in accordance with the following Schedule. Contractor may invoice the City annually in advance such annual fee. This shall include off-site project management/financial management of Contractor, plus quarterly Altaris® software builds.

<u>Base Contract</u>	<u>Annual Amount</u>	<u>Monthly Payment</u>
1. Year 1	\$691,563.62	\$57,630.30
2. Year 2	\$701,676.16	\$58,473.01
<u>Option Years</u>	<u>Annual Amount</u>	<u>Monthly Payment</u>
3. Year 3	\$712,358.88	\$59,363.24
Total:	\$2,105,598.66	

2.2 Mobile Maintenance-Time and Materials Charges

Any work which may under the terms of the Agreement be provided on a time and materials basis shall be performed at the time and materials rates shown below.

<u>Title</u>	<u>Hourly Rate Year 1</u>	<u>Hourly Rate Year 2</u>	<u>Hourly Rate Option Year 3</u>
Mobile Maintenance Engineer	\$294.08	\$302.90	\$311.99

Any third party materials and other direct charges not specifically described herein shall be provided pursuant to a Task Order and, unless otherwise agreed in such Task Order, shall be billed at actual cost incurred plus 20%.

Any Services required beyond such stated amounts shall be considered Additional Services and require the issuance of a Task Order.

Base Contract

Estimated Annual Amount

1. Year 1	\$50,004.33
2. Year 2	\$51,503.99

Option Years

Estimated Annual Amount

3. Year 3	\$53,049.03
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Total: \$154,557.35

2.3 OSS Services

Contractor shall be entitled to invoice the City on a monthly basis for OSS Services actually performed by OSS Personnel during the preceding month at the time and materials rates shown below per person per hour. The total estimated fees are based on 1,880 hours per position. Any authorized overtime fees for OSS Services shall be in addition to those estimated below:

Base Contract

Estimated Annual Amount

1. Year 1	
1 OEMC Admin – 1,880 hours @ \$108.50	\$203,980.00
1 Java Programmer – 1,880 hours @ \$139.47	\$262,203.60

2. Year 2

1 OEMC Admin – 1,880 hours @ \$112.84	\$212,139.20
1 Java Programmer – 1,880 hours @ \$145.05	\$272,694.00

Option Years

Estimated Annual Amount

3. Optional Year 3

1 OEMC Admin – 1,880 hours @ \$117.35	\$220,618.00
1 Java Programmer – 1,880 hours @ \$150.85	\$283,598.00

Total:

\$1,455,232.80

2.4 Third Party Charges

2.4.1 Third Party Vendors (excluding Open, Inc.)

Contractor may invoice the City on a one-time annual basis, for certain third party charges actually incurred by Contractor on the City's behalf under the terms of this Agreement (other than OSS Services, which are addressed above). Along with such invoice, Contractor shall provide detailed written documentation itemizing the rights and benefits to which the City is entitled in connection with such third party product and/or service. Contractor shall provide all such maintenance coverage provided it remains available from the third party provider. If any such coverage becomes unavailable, Contractor shall work with the City to find a mutually agreeable solution. Contractor shall not increase any annual charges unless a third party provider(s) increases its charges to Contractor. In such event, Contractor may only increase its charges proportionate to any increase made by the third party provider.

<u>Base Contract</u>	<u>Annual Amount</u>
1. Year 1	
Oracle Software Maintenance	\$562,402.42
Cisco	\$241,380.72
FirstOnScene	\$152,416.38
Agent511	\$128,482.21
Oristar	\$57,322.90
MS System Center	\$43,800.75
Infragistics	\$40,351.39
Locution Systems, Inc.	\$31,614.55
Hummingbird/Exceed	\$12,693.75
VNC	\$6,051.47
Embacardo	\$2,275.59
Total:	\$1,278,792.13

2. Year 2

Oracle Software Maintenance	\$238,234.85
Cisco	\$248,692.40
FirstOnScene	\$159,769.41
Agent511	\$138,698.55
Oristar	\$47,090.64
MS System Center	\$0.00
Infragistics	\$0.00
Locution Systems, Inc.	\$32,493.13
Hummingbird/Exceed	\$5,777.75
VNC	\$0.00
Embacardo	\$2,276.24
Total:	\$873,032.97

Option Years

Estimated Annual Amount

3. Year 3

Oracle Software Maintenance	\$244,748.20
Cisco	\$255,491.68
FirstOnScene	\$166,666.89
Agent511	\$140,194.01
Oristar	\$51,563.11
MS System Center	\$46,224.00
Infragistics	\$0.00
Locution Systems, Inc.	\$33,300.47
Hummingbird/Exceed	\$5,921.25
VNC	\$0.00
Embacardo	\$2,270.36
Total:	\$946,379.97
 Total all years:	 \$3,098,205.07

2.4.2 Open, Inc. -SafetyPad® Product

Contractor shall invoice for the maintenance services of Open, Inc., (the terms of which are set forth in Attachment 1-A, attached). Contractor shall provide all such maintenance coverage provided it remains available from the provider, Open, Inc. If such coverage becomes unavailable, Contractor shall work with the City to find a mutually agreeable solution. Contractor shall terminate coverage of Open, Inc. SafetyPAD® at the conclusion of year three. Contractor shall invoice for such services annually beginning at the start of each contract year as set forth below.

<u>Base Contract</u>	<u>Annual Amount</u>
1. Year 1	\$214,789.69
2. Year 2	\$222,370.15
3. Optional Year 3	\$229,558.75
Total:	\$666,718.59

Total cost for 3 year proposal: \$17,061,233.39

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Office of Emergency Management and Communications
Altaris@Gold CAD Maintenance

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability

When any system technician, data base administrator, systems administrator, project managers or EDP professionals including but not limited to system programmers, hardware and software designer, hardware and software designers/consultants or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include but not limited to contractual liability, performance of or failure to perform other computer services and failure of CAD System Software product to perform or cause to be performed the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of

Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional Services for Consultant must maintain limits of not less than \$2,000,000 with the same terms herein.

5) Valuable Papers

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

6) All Risk Property/Installation Insurance

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property including Office Emergency Management and Communications equipment, materials, parts and supplies that are part of the project during the course of development, implementation, installation, testing and repair rehabilitation replacement/maintenance of the CAD System in the care, custody and control of the Contractor. Coverage must include in transit offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property including materials, part or supplies at full replacement cost incurred during inspection installation, modification, maintenance and/or repairs to Computer-Aided Dispatch (CAD) system and equipment while in the care, custody and control of the Contractor or loss to any other City property as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

If the Contractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2016

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 979196-1M WC-Umbpr-16-17 IS	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Insurance Company Of The State Of Pennsylvania	19429
	INSURER B : AIG Specialty Insurance Company	26883
	INSURER C : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-005035845-04 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2039130	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA9734233 (AOS) CA9734234 (MA) CA9734235 (VA)	01/01/2016 01/01/2016 01/01/2016	01/01/2017 01/01/2017 01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC68022409 (AOS) WC68022410 (CA) WC68022411 (FL) "PLEASE SEE ATTACHED"	01/01/2016 01/01/2016 01/01/2016	01/01/2017 01/01/2017 01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY: ON A CLAIMS MADE BASIS			GL2039220 "RETRO DATE: 12/31/1992"	01/01/2016	01/01/2017	EACH CLAIM: 5,000,000 AGGREGATE: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Chicago is included as Additional Insured for General Liability and Auto Liability as required by written contract. Waiver of Subrogation in favor of the City of Chicago, its employees, elected officials, agents, or representatives as required by written contract. This coverage is Primary and Non-Contributory as required by written contract.

CERTIFICATE HOLDER The City of Chicago Office of Emergency Management & Communications Attn: Rosemary McDonnell 1411 W. Madison St. Chicago, IL 60607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Northrop Grumman Corporation Its Divisions and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WC68022413
 National Union Insurance Company of Pittsburgh, PA
 01/01/2016 - 01/01/2017
 EL each Accident: \$1,000,000
 EL Disease Policy Limit: \$1,000,000
 EL Disease Each Employee: \$1,000,000
 MA, MN , ND, NJ, OH, WA, WI, WY

WC68022412
 Insurance Company of the State of Pennsylvania
 01/01/2016 - 01/01/2017
 EL each Accident: \$1,000,000
 EL Disease Policy Limit: \$1,000,000
 EL Disease Each Employee: \$1,000,000
 ME



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/29/2016

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

AGENCY Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797		PHONE (A/C, No, Ext):	COMPANY Northrop Grumman Risk Management Inc.	
979196-Prop-16-17		MS		
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED Northrop Grumman Corporation Northrop Grumman Systems Corporation Its Division and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042		LOAN NUMBER	POLICY NUMBER 433-1PRO016	
		EFFECTIVE DATE 06/15/2016	EXPIRATION DATE 06/15/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION Valuable Papers Coverage Included: Limit \$1,000,000
--

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BLANKET BLDG & PP	5,000,000	

REMARKS (Including Special Conditions)

The City of Chicago is included as Loss Payee to the extent of their interest.
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CLE-005119548-02

NAME AND ADDRESS City of Chicago Office of Emergency Management & Communications 1411 W. Madison Chicago, IL 60607	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 88100

Date of This Filing:06/27/2016 11:23 AM

Certificate Printed on: 06/27/2016

Original Filing Date:06/27/2016 11:23 AM

Disclosing Party: Northrop Grumman Systems Corporation Title:Contracts Manager

Filed by: Mr. John Carroll Kouri

Matter: Hardware/Software Maintenance for Altaris Gold CAD System

Applicant: Northrop Grumman Systems Corporation

Specification #: 206684

Contract #:

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

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 88120

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Northrop Grumman Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the
Applicant

The Disclosing Party holds an interest in

Northrop Grumman Systems Corporation and EDS is 88100

B. Business address of the Disclosing Party:

2980 Fairview Park Drive
Falls Church, VA 22042
United States

C. Telephone:

703-556-1371

Fax:

Email:

debbie.morgan@ngc.com

D. Name of contact person:

Mrs. Debbie Morgan

E. Federal Employer Identification No. (if you have one):

80-0640649

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Publicly registered business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Wesley G Bush,
Title: Director, CEO and Pres.
Role: Both

Officer/Director: Ms. Mariane C. Brown
Title: Director
Role: Director

Officer/Director:	Mr. Richard B. Myers
Title:	Director
Role:	Director

Officer/Director:	Mr. Patrick Antkowiak
Title:	Vice President & CTO
Role:	Officer

Officer/Director:	Ms. Sid Ashwoarth
Title:	VP, Gov't Relations
Role:	Officer

Officer/Director:	Mr. Kenneth L. Beddingfield
Title:	VP and CFO
Role:	Officer

Officer/Director:	Mr. Mark A. Caylor
Title:	VP, Chief Strategy Officer
Role:	Officer

Officer/Director:	Ms. Shiela C. Cheston
Title:	VP and General Counsel
Role:	Officer

Officer/Director:	Ms. Gorla A. Flach
Title:	VP and CFO
Role:	Officer

Officer/Director:	Ms. Jennifer C. McGarey
Title:	VP and Secretary
Role:	Officer

Officer/Director:	Mr. Steven C. Movius
Title:	VP and Treasurer
Role:	Officer

Officer/Director:	Ms. Kathy J. Warden
Title:	VP and President, Mission Systems
Role:	Officer

2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

- State Street Corporation - 11%

Owner Details

Name	Address
State Street Corporation	One Lincoln Street Boston, MA 02111 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I am unable to certify the above to be true

Explain :

See Additional Information attached.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal

or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I am unable to certify the above to be true

Explain :

See Additional Information attached. See also attached letter dated June 27, 2016.

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I am unable to certify the above to be true

Explain :

Please see Attachment for explanation

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I am unable to certify the above to be true

Explain :

See attached Additional Information.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I am unable to certify the above to be true

Explain :

See attached Additional Information.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

Pursuant to Municipal Code Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

No

If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

1. Additional Information attached. 2. Cover Letter dated June 27, 2016 3. State Street Corporation form 10K 4. Northrop Grumman Corporation form 10K

List of attachments uploaded by vendor

Additional Information
Letter dated June 27, 2016 re Affiliate
Northrop Grumman Corp Form 10-K
State Street Form 10-K

CERTIFICATION

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

/s/ 06/27/2016
Mrs. Debbie Morgan
Contracts Administrator
Northrop Grumman Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Additional Information

Due to the size and complex corporate structure of Northrop Grumman and the number of very large companies acquired over the past ten years, to include more than 60,000 employees and 171 corporate entities, and given that the work to be performed will be performed by Northrop Grumman Systems Corporation and its employees only, we are providing a certification only on behalf of certain entities and individuals, as specified below.

Section V, B.1

Northrop Grumman Corporation is unable to certify as to all aspects of this Section. However, we do certify to a limited extent, as detailed below.

To the best of our knowledge and belief after reasonable inquiry, we certify Subsection 1 to be true only for the Applicant, Northrop Grumman Systems Corporation, and the individuals responsible for oversight of this program, Christine Williams, Vice President Program Management, and Russell L. Obert, Director Programs. Our response is further limited to matters of which Northrop Grumman Systems Corporation and these individuals are made aware, as not all proceedings are made public or disclosed to those being investigated.

Section V, B.2

Northrop Grumman Systems Corporation is unable to certify as to all aspects of this Section. However, we do certify to a limited extent, as detailed below.

a. To the best of our knowledge and belief after reasonable inquiry we certify Subsection 2.a. to be true only for Northrop Grumman Corporation and its executive officers and directors. Our response is further limited to matters of which Northrop Grumman Systems Corporation or Northrop Grumman Corporation is made aware, as not all proceedings are made public or disclosed to those being investigated.

b. To the best of our knowledge and belief after reasonable inquiry we certify Subsection 2.b to be true only for Northrop Grumman Corporation. Our response is further limited to matters of which Northrop Grumman Systems Corporation or Northrop Grumman Corporation is made aware, as not all proceedings are made public or disclosed to those being investigated.

c. To the best of our knowledge and belief after reasonable inquiry we certify Subsection 2.c. to be true, only for Northrop Grumman Corporation and its executive officers and directors. Our response is further limited to matters of which Northrop Grumman Corporation is made aware, as not all investigations or proceedings are made public or disclosed to those being investigated.

d. To the best of our knowledge and belief, and after reasonable inquiry, we certify subsection 2.d. to be true only for Northrop Grumman Corporation and its executive officers and directors. We refer you to our cover letter submitted herewith, which provides additional information that falls outside of the requested certification.

e. To the best of our knowledge and belief, and after reasonable inquiry, we certify subsection 2.e. to be true only for Northrop Grumman Corporation and its executive officers and directors, subject to the caveats enumerated here.

Section V, B.3.

To the best of our knowledge and belief after reasonable inquiry, we certify Subsection 3 to be true only for the Disclosing Party, Northrop Grumman Corporation, Northrop Grumman Systems Corporation, subcontractors and suppliers identified in the proposal and the individuals responsible for oversight of this program, Christine Williams, Vice President Program Management, and Russell L. Obert, Director Programs.

Section V B.4

To the best of our knowledge and belief after reasonable inquiry, we certify Subsection 4 to be true only for the Disclosing party, Northrop Grumman Corporation, Northrop Grumman Systems Corporation, subcontractors and suppliers identified in the proposal and the individuals responsible for oversight of this program, Christine Williams, Vice President Program Management, and Russell L. Obert, Director Programs. Our response is further limited to matters of which Northrop Grumman Corporation and these individuals are made aware, as not all proceedings are made public or disclosed to those being investigated.

Section V B.5

To the best of our knowledge and belief after reasonable inquiry, we certify Subsection 5 to be true only for the Disclosing party, Northrop Grumman Corporation, Northrop Grumman Systems Corporation, subcontractors and suppliers identified in the proposal and the individuals responsible for oversight of this program, Christine Williams, Vice President Program Management, and Russell L. Obert, Director Programs.

RE: Disclosure Regarding Affiliate

We are pleased to provide you with an Economic Disclosure Statement and Affidavit (EDS) on behalf of Northrop Grumman Systems Corporation, its parent, Northrop Grumman Corporation, and its officers and directors under which we certify that, among other things, these entities and individuals "have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default." As you are aware, on March 11, 2016, our affiliate, Northrop Grumman Information Technology Global Corporation, was notified that the Mayor's Office for Policing and Crime for the City of London (MOPAC) intended to immediately terminate Northrop Grumman's agreement for the provision of its CommandPoint™ command and control solution for default. Northrop Grumman disputes the propriety of MOPAC's actions. The EDS does not require disclosure of this matter, but Northrop Grumman wants to clarify that the MOPAC matter does not impact our ability to perform under this contract.

Should you have any questions or comments, please feel free to call the undersigned at (703) 556-1351.

Sincerely,



John C. Kouri

Contracts Manager



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Reference No: 16 - 001118

THE OFFICE OF THE EXECUTIVE DIRECTOR

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

Richard Butler, First Deputy
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Alicia Tate-Nadeau, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: June 29, 2016

SUBJECT: Altaris@Gold CAD Maintenance
OEMC Compliance Concurrence
Req.: 118141
Specification: 206684
PO: N/A

The Office of Emergency Management and Communications (OEMC) has reviewed the Compliance Plan from Northrop Grumman Systems Corporation (NGSC) for the new NCRB contract for **Altaris@Gold CAD Maintenance and concurs with their recommended compliance goals:**

MBE Participation: 6.54%

WBE Participation 0%

Northrop Grumman provides solid justification as to why their compliance should be at 6.54% for MBE participation and 0% for WBE participation:



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

1. The maintenance services for the CAD system is proprietary and can only be provided by NGSC and specialized consultants, who have signed confidentiality agreements with NGSC.
2. NGSC employees and the consultants are experts in this proprietary software that was developed at Northrop's expense and are regarded as trade secrets.
3. Other maintenance services that are provided under this agreement are primarily for the associated third party products associated with the CAD System. These services are provided from the providers/maintainers of those proprietary items.
4. Northrop Grumman has shown that there are limited opportunities for minority owned firms and no opportunities for women owned firms.

Northrop Grumman has demonstrated that all available work for MBE firms is being maximized for the current scope of work. They reviewed the Certification and Compliance (C2) system for opportunities for women-owned firms and their results show that there are no opportunities for certified WBE firms.

They will periodically review opportunities during the course of this contract and should new opportunities become available (such as new certified firms that can do some of the work), then we will increase the percentages accordingly.

If you should have any questions, please feel free to contact Rosemary McDonnell at (312)746-9369. Thank you.

cc: Monica Jimenez, Deputy Procurement Officer

June 23, 2016

Ms. Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, IL 60602

Re: Altaris®Gold CAD Maintenance Agreement
Specification No.: 206684
Compliance Plan

Dear Ms. Rhee:

Northrop Grumman Systems Corporation (NGSC) is submitting a proposal for Altaris® **Gold CAD (Computer Aided Dispatch) Maintenance**. This three year contract will continue the maintenance of the OEMC's current Altaris®Gold CAD system (and its associated subsystems) and provide for the upgrade of the CAD client workstations to our Microsoft Windows 10.

The **SPECIAL CONDITIONS REGARDING (MBE/WBE) MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES** (Special Conditions) is applicable to this Contract. Contained in Article I of the Special Conditions are requirements for the following participations:

MBE Goal: 25%
WBE Goal: 5%

We have reviewed the potential participation of our MBE/WBE partners and advise the commitment to which Northrop Grumman is proposing in this Agreement as follows:

MBE Participation: 6.54
WBE Participation 0%

We hereby request a partial waiver of the MBE and a full waiver of the WBE Participation goals in accordance with Article V. of the Special Conditions for the following reasons:

1. The maintenance services we perform for the OEMC is substantially for the maintenance of our proprietary Computer Aided Dispatch (CAD)

software. These services may only be provided by our employees and specialized consultants (who have signed confidentiality agreements with us) with expertise in our software. These products were developed at our expense and are regarded as trade secrets.

2. Other maintenance services that are provided under this agreement are primarily for the associated third party products associated with the CAD system. These services are ultimately provided from the providers/maintainers of those proprietary items.
3. Therefore, the opportunity for participation in this Agreement by MBE firms is in the areas of:
 - a. Technical Project Manager – Provided by System Solutions, Inc. (SSI) who will provide overall management of tasks that do not include direct involvement with our CAD software code.
 - b. Cisco Smartnet Maintenance – Provided by SSI, who is an authorized distributor of Cisco Hardware and Maintenance. SSI employees have Cisco accreditation in the provision of these products and services.
 - c. Network Engineering will be provided by Data Defenders LLC. Their work will involve maintaining the City's network used by our CAD. The network engineering will assure communications between the various elements of the CAD system and with other systems with which our CAD communicates.
4. This Agreement is for a term of 2 years, with the option to extend for an additional one (1) year. In the event there are any changes or additions to the Systems or services we provide, we will endeavor to provide MBE and WBE to the maximum extent we are able.

We have demonstrated by the above that all available work for MBE firms is being maximized for the current scope of work. We reviewed the Certification and Compliance (C2) system for opportunities for women-owned firms, and our results show that there are no opportunities for certified WBE firms. We will periodically review opportunities during the course of this contract, and should new opportunities become available (such as new certified firms that can do some of the work) then we will increase the percentages accordingly.

Accordingly, we request you approve our full and partial waiver request.

Schedules C-1 for of the above firms, and our form D-1 are attached.

Should you have any additional questions or comments please feel free to e-mail me at John.Kouri@ngc.com or contact me by phone at (703) 556-1351.

Sincerely,

Northrop Grumman Systems Corporation



John C. Kouri
Contracts Manager

cc: Monica Jimenez, Deputy Procurement Officer (Compliance)



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

Project Name: Altaris®Gold CAD Maintenance Specification No.: 206684

From: Data Defenders, LLC
(Name of MBE/WBE Firm)

To: Northrop Grumman Systems Corporation and the City of Chicago.
(Name of Prime Contractor)

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

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

Provide Network Engineering services to support City's network associated with CAD System

The above described performance is offered for the following price and described terms of payment:
Network engineering over 3 year total term – Estimated 1,824 hours @ average of \$153.15per hour or \$279,345.60.

Terms of payment are net 30 from receipt of invoice.

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature] 6/23/16
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

CYRUS WALKER MANAGING PRINCIPAL
(Name/Title-Please Print)

CYRUS.WALKER@data-defenders.com
(Email & Phone Number)



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

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of Commissioners**

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17th District

November 12, 2015

Mr. Cyrus Walker, Managing Principal
Data Defenders, LLC
10 W. 35th Street, Suite 9F5-1
Chicago, IL 60616

Annual Certification Expires: November 12, 2016

Dear Mr. Walker:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **November 12, 2019**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County'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 within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified 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 certified firms in the following area(s) of specialty:

**Technology: IT Consulting - Computer Forensic and Information Security;
Software Development and Testing**

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

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

Sincerely,


Jacqueline Gomez
Contract Compliance Director
JG/ek

Vendor Information

Business Name	Data Defenders, LLC.
Owner	Mr. Cyrus Walker
Address	10 W. 35th St. 9F5-1 Chicago, IL 60616-3717
> Map This Address	
Phone	312-224-8831 Ext. 301
Fax	312-242-1795
Email	cyrus.walker@data-defenders.com
Website	www.data-defenders.com

Certification Information

Certifying Agency	Cook County
Certification Type	MBE - Minority Business Enterprise
Certification Date	11/12/2015
Renewal Date	11/12/2016
Certified Business Description	Technology: IT Consulting - Computer Forensic and Information Security; Software Development and Testing

Commodity Codes

Code	Description
NAICS 54151	Computer Systems Design and Related Services
NAICS 541512	Computer software consulting services or consultants
NAICS 541512	Network systems integration design services, computer

Additional Information**[Customer Support](#)**[Print This Page](#)



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SCHEDULE C-1

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

Project Name: Altaris@Gold CAD Maintenance

Specification No.: 206684

From: System Solutions, Inc.

(Name of MBE/WBE Firm)

To: Northrop Grumman Systems Corporation

(Name of Prime Contractor)

and the City of Chicago.

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

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

Time and Materials for Technical Project Manager at City of Chicago OEMC
Cisco Smartnet Maintenance Renewal for Cisco Hardware and Software

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

Technical Project Manager over 3 year period, 5,640 hours @ average of \$91.01/hr. = \$513,296

Cisco Smartnet Maintenance (SSI is a Cisco Dealer) Firm Fixed Price over 3 year period - \$539,269 X60% Credit = \$323,561
- Total of \$836,857. Payment is net 30 from receipt of invoice.

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature]
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

6/23/16
(Date)

ZULFI SAYLIA
(Name/Title-Please Print)

ZULFI@THESSI.COM
(Email & Phone Number)

847-272-6160 EXT. 235



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

OCT 10 2013

Naushad Ali
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, IL 60062

Dear Mr. Ali:

We are pleased to inform you that **System Solutions, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **10/01/2014, 10/01/2015, 10/01/2016, and 10/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **10/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **08/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

[Handwritten signature]
D.W.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

811212 - Computer Equipment Repair and Maintenance Services Without Retailing New Computers

811212 - Computer Peripheral Equipment Repair and Maintenance, Without Retailing New Computer Peripheral Equipment

811212 - Computer Repair and Maintenance Services, Without Retailing New Computers

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

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

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/si

1.18



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

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

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

Project Name: Altaris@Gold CAD Maintenance

Specification No.: 206684

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Northrop Grumman Systems Corporation
 (Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: System Solutions, Inc.

Address: 3630 Commercial Avenue Northbrook, IL 60062

Contact Person: Jason Slusser

Phone Number: (847) 272-6160

Dollar Value of Participation \$ Depends upon requirement of total contract value

Percentage of Participation 4.90%

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

Total Participation % 4.90%

2. Name of MBE/WBE: Data Defenders, LLC

Address: 10 W. 35th Street, Suite 9F5-1, Chicago, IL, 60616

Contact Person: Cyrus Walker

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: (312) 603-5502 _____

Dollar Value of Participation Depends upon requirement of total contract value

Percentage of Participation %: 1.64%

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

Total Participation %: 1.64%

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
System Solutions, Inc	DUR	4.90%
Data Defenders, LLC	DUR	1.64%
Total Direct MBE Participation	DUR	6.54%

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

Dwain Saulsberry

(312) 846-5946

(Name- Please Print or Type)

(Phone)

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

Northrop Grumman Systems Corporation

(Name of Prime Contractor – Print or Type)

State of: Virginia

John C. Kouri
(Signature)

County of: Fairfax

John C. Kouri

(Name/Title of Affiant – Print or Type)

JUNE 23, 2016
(Date)

On this 23rd day of JUN, 2016, the above signed officer John C Kouri
(Name of Affiant)

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

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

Debra A. Morgan
(Notary Public Signature)



Commission Expires: February 28, 2018

SEAL:



James K. Joseph, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to City of Chicago

This Grant Agreement (Agreement) is made and entered into by and between the Illinois Emergency Management Agency, a pass-through entity (IEMA), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Sub-recipient), 1411 West Madison Street Chicago, Illinois 60607-1809

The purpose of this grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2015 Homeland Security Grant Program, CFDA #97.067.

IEMA hereby grants to the Sub-recipient an amount not exceeding \$39,834,660.76 for the period from September 1, 2015, to July 31, 2018. The Sub-recipient hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, policies, and grant guidance.

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

PART II - Term

The term of this Agreement shall be from September 1, 2015, to July 31, 2018.

PART III - Scope of Work

The Sub-recipient will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Sub-recipient's FFY 2015 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The Budget Detail Worksheet in Attachment A outlines a description of the expenditures for which the Sub-recipient will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Budget Detail Worksheet, except as provided in Part VI herein.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Sub-recipient. These milestones will allow the Grantor to measure progress of the Sub-recipient in achieving the goals of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by IEMA to the Sub-recipient shall not exceed the sum of \$39,834,660.76.

PART V - Terms and Conditions

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

SPENDING LIMITATIONS: All allocations and use of funds by the Sub-recipient shall be in accordance with applicable notices of funding opportunity and grant award. The Sub-recipient shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Sub-recipient recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Sub-recipient agrees that the most recent requirements will apply during the performance period of this Agreement. All sub-awards issued by the Sub-recipient to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.

NON-APPROPRIATION: IEMA'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. IEMA shall give the Sub-recipient notice of such termination for funding as soon as practicable after IEMA becomes aware of the failure of funding. The Sub-recipient's performance obligations under the Agreement shall cease upon notice by IEMA of lack of appropriated funds.

METHOD OF COMPENSATION: The Sub-recipient must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to IEMA's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to IEMA in accordance with IEMA policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. IEMA will not reimburse the Sub-recipient for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Sub-recipient shall maintain appropriate records of actual costs incurred and submit expenditure information to IEMA. No costs eligible under this Agreement shall be incurred after **July 31, 2018**.

REPORTS: The Sub-recipient shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to IEMA within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. The Sub-recipient 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 Agreement. The Sub-recipient also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

NON-SUPPLANTING REQUIREMENT: The Sub-recipient agrees that funds received under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Sub-recipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

ACCOUNTING REQUIREMENTS: The Sub-recipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Sub-recipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal

requirements. The applicable administrative requirements and cost principles originate from 2 CFR Part 200, as adopted by DHS at 2 CFR Part 3002.

RECORD KEEPING AND AUDITS: The Sub-recipient shall maintain records for equipment, non-expendable personal property, and real property. The Sub-recipient shall, as often as deemed necessary by IEMA, DHS FEMA GPD or any of their duly authorized representatives, permit IEMA, DHS FEMA GPD, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Sub-recipient involving transactions related to this Agreement. The Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS. The Sub-recipient shall maintain appropriate backup documentation. The Sub-recipient shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. The Sub-recipient acknowledges that the funds provided by this Agreement are federal pass-through funds that must be accounted for in the jurisdiction's single audit, if required, pursuant to 2 CFR Part 200.

DUPLICATION OF BENEFITS: In accordance with 2 CFR Part 200, any cost allocable to a particular federal award may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition does not preclude the Sub-recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal awards.

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

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

TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by IEMA for its convenience, provided that, prior to termination, the Sub-recipient is given: 1) not less than ten calendar days' written notice by certified mail, return receipt requested, of IEMA's intent to terminate, and 2) an opportunity for consultation with IEMA 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 Sub-recipient for expenses incurred under this Agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: IEMA may terminate this Agreement without penalty to IEMA 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 IEMA's notice of breach to the Sub-recipient; or
- B. Material misrepresentation or falsification of any information provided by the Sub-recipient in the course of any dealing between the parties or between the Sub-recipient and any state agency.

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

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Sub-recipient 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, 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 Sub-recipient who are performing services specified by this Agreement.

WORK PRODUCT: The Sub-recipient 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 Sub-recipient shall affix the applicable copyright notice of 17 USC 401 or 402. The Sub-recipient is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Sub-recipient agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Sub-recipient shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

ACTIVITIES CONDUCTED ABROAD: For any project activity carried on outside the United States, the Sub-recipient shall ensure that necessary coordination with appropriate government authorities occurs and that appropriate licenses, permits, or approvals are obtained.

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

POSSESSION OF EQUIPMENT: Title to equipment acquired by the Sub-recipient with federal funds vests with the Sub-recipient. "Equipment" means tangible, nonexpendable 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. The Sub-recipient shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Sub-recipient must be approved in writing by IEMA.

MAINTENANCE AND REVIEW OF EQUIPMENT: IEMA reserves the right to invoke the remedies set forth in the Illinois Grant Funds Recovery Act for the value of any and all equipment purchased by the Sub-recipient with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of IEMA. Additionally, the Sub-recipient may not substitute, exchange, or sell any equipment purchased with grant funds unless the Sub-recipient has the express written consent of IEMA. All equipment procured by the Sub-recipient through this Agreement shall be made available for review by IEMA upon request.

SAFECOM: If funding will be used to purchase emergency communications equipment or to fund related activities, the Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

FALSE CLAIMS: The Sub-recipient shall comply with the requirements of 31 USC 3729, which provides that no recipient of federal payments shall submit a false claim for payment.

LIABILITY: IEMA assumes no liability for actions of the Sub-recipient under this Agreement, including, but not limited to, the negligent acts and omissions of the Sub-recipient's agents, employees, and subcontractors in their performance of the Sub-recipient's duties as described under this Agreement. In addition, IEMA makes no representations, or warranties, express 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 the nature and condition of said equipment, in the use of said equipment, the Sub-recipient agrees to hold IEMA harmless for any defects or misapplications. To the extent allowed by law, the Sub-recipient agrees to hold harmless IEMA against any and all liability, loss, damage, costs, or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Sub-recipient, with the exception of acts performed in conformance with an explicit, written directive of IEMA.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Sub-recipient shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Sub-recipient 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 Sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Sub-recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Sub-recipient 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.

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

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

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

PART VI – Special Conditions

1. The sub-recipient will provide to IEMA a schedule that will ensure, at a minimum, quarterly Urban Area Working Group (UAWG) meetings. Meeting minutes will be provided to IEMA no later than 15 days after the meeting. The failure of the UAWG to conduct a meeting during a quarter will result in the suspension of reimbursements until a meeting is conducted.
2. The sub-recipient will submit to IEMA a combined Urban Area Threat and Hazard Identification Risk Assessment (THIRA) report no later than December 15, 2015. The THIRA will represent the combined input of all jurisdictions within the designated Urban Area.
3. The sub-recipient will submit to IEMA an Urban Area multi-year Training and Exercise Plan (TEP) no later than December 15, 2015. The TEP will represent the combined input of all jurisdictions within the designated Urban Area.
4. The sub-recipient will ensure that at least 25 percent of grant funding for projects that support law enforcement terrorism prevention activities which are consistent with the eligibility requirements listed in the NOFO.
5. The sub-recipient will ensure that no more than 50 percent of grant funding is dedicated to personnel activities.
6. The sub-recipient will ensure that no operational overtime costs will be incurred without the prior approval of FEMA.

PART VII– Other Requirements

PERSONALLY IDENTIFIABLE INFORMATION (PII): If the Sub-recipient collects PII, the Sub-recipient is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

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

HATCH ACT: The Sub-recipient will comply, as applicable, with provisions of the Hatch Act (5 USC 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.

USE OF FUNDS: The Sub-recipient 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 IEMA.

USE OF SEAL, LOGO AND FLAGS: The Sub-recipient must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

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

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

NON-DISCRIMINATION: The Sub-recipient shall comply with all applicable federal laws relating to nondiscrimination including, but not limited to, nondiscrimination on the basis of race, color, national origin, sex, handicap, age, limited English proficiency, drug or alcohol abuse. The Sub-recipient shall also comply with federal and state statutes and regulations regarding whistleblower protections.

The Sub-recipient 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, disability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, promotion, 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 Sub-recipient 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.

The Sub-recipient shall disclose all instances in the past three years in which the Sub-recipient has been accused of discrimination on the grounds of race, color, national origin, limited English proficiency, sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

DEBARMENT AND SUSPENSION: The Sub-recipient shall comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons and entities deemed irresponsible in their dealings with the federal government.

LOBBYING: In accordance with 31 USC 1352, the Sub-recipient shall not use any grant funds provided for in this Agreement to pay 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 federal action concerning the award or renewal of federal assistance.

NIMS COMPLIANCE: The Sub-recipient is required to maintain adoption and implementation of the National Incident Management System.

ANTI-BRIBERY: The Sub-recipient 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 Sub-recipient committed bribery or attempted bribery on behalf of the Sub-recipient and pursuant to the direction or authorization of a responsible official of the Sub-recipient.

BIDDING: The Sub-recipient 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 2012 (720 ILCS 5/33E-3 and 33E-4).

TERRORIST FINANCING: The Sub-recipient shall comply with U.S. Executive Order 13224 and federal law that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

OTHER APPLICABLE LAWS: The Sub-recipient shall comply with all applicable federal laws, regulations, and orders, including but not limited to the following:

- Hotel and Motel Fire Safety Act of 1990, 15 USC 2225, which requires the Sub-recipient to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with fire prevention and control guidelines;
- Trafficking Victims Protection Act of 2000, as amended, 22 USC 7104 and 2 CFR Part 175;
- Fly America Act of 1974, 49 USC 40118;
- USA Patriot Act of 2001, 18 USC 175; and
- Energy Policy and Conservation Act, 42 USC 6201.

DRUG FREE CERTIFICATION: This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No Sub-recipient shall receive a grant unless that Sub-recipient has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and debarment of grant opportunities with the State for at least one year but not more than five years.

The Sub-recipient 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 Sub-recipient'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 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 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 Sub-recipient'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 grant and to post the statement in a prominent place in the workplace.

(d) Notifying IEMA within ten 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.

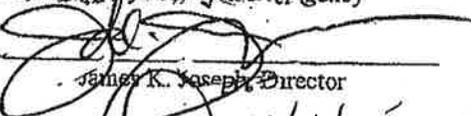
(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(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.

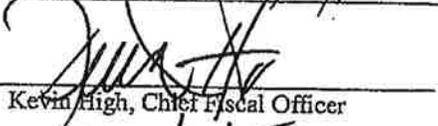
(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

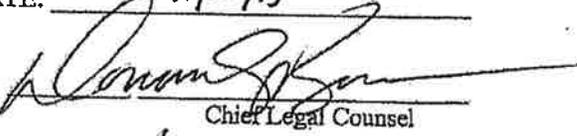
Illinois Emergency Management Agency

By: 
James K. Joseph, Director

DATE: 12/16/15

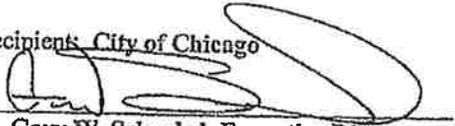
By: 
Kevin High, Chief Fiscal Officer

DATE: 11/30/15

By: 
Chief Legal Counsel

DATE: 12/1/15

Sub-recipients City of Chicago

By: 
2 Gary W. Schenkel, Executive Director

DATE: 11-20-2015

15UASICHGO

Handwritten signature and text, possibly including the name "C. J. ...".

ATTACHMENT CONCERNING
Grant Agreement for the Illinois Emergency Management Agency
FY 9/1/2015-8/31/2018 Urban Areas Security Initiative Grant
(CFDA #97.067, the "Agreement")

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

PART VII – Other Requirements

DEBARMENT

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City states that: (i) the former Commissioner of the City's Department of Streets and Sanitation, Al Sanchez, was indicted on nine counts of mail fraud for his role in trading political campaign work for city jobs and was convicted in July 2010 at a retrial for one count of mail fraud for falsifying hiring documents regarding a 2002 hire; and (ii) on August 14, 2013, former 7th Ward Alderman Sandi Jackson was sentenced to one year in federal prison as a result of her pleading guilty in federal district court to having underreported income on her federal income tax returns derived from her and her husband's personal use of campaign contributions. The City would be willing to provide more information concerning this issue upon request.

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

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

BIDDING

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

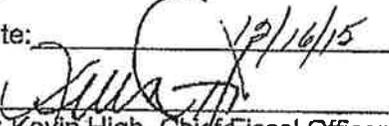
FY 2015-2018 Urban Areas Security Initiative Grant
CFDA #97.067

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

Illinois Emergency Management Agency


By: James Joseph, Director

Date: 12/16/15


By: Kevin High, Chief Fiscal Officer

Date: 11/30/15


By: Donnan Brown, Chief Legal Counsel

Date: 12/1/15

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


2 By: Gary W. Schenkel, Executive Director

Date: 11-20-2015