



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

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

Department	Originator Name	Telephone	Date	Signature of Application Author
Office of Public Safety Administration (OPSA) Contract Liaison	Lylianis Gonzalez	312-745-5640	10/08/21	
Lylianis Gonzalez	Email Contract Liaison lylianis.gonzalez@cityofchicago.com	Telephone 10/312-745-5953		

List Name of NCRB Attendees/Department

Frank Lindbloom Erik Colon Natalie Gutierrez Kevin Pater	Lisa Clark Lylianis Gonzalez Adriana Sanabria
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Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: BOLDplanning, Inc.

Contact Person: Craig Huke	Phone: 615-469-5558	Email: info@boldplanning.com
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Project Description:
Continuity of Operations Planning (COOP) Software, Maintenance and Support Services

This is a request for:

New Contract

Amendment / Modification

Contract Type

Type of Modification

Blanket Agreement Term: 36 (# of mo)

Time Extension Vendor Limit Increase Scope Change

Standard Agreement

Contract Number: _____

Specification Number: 1226651

Modification Number: 409180

Department Request Approval	Recommended Approval
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
Annastasia Walker	Steven M. Loboda
PRINT NAME	PRINT NAME
<u>12-8-2021</u>	<u>2/8/2022</u>
DATE	DATE

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Approved Rejected

CHIEF PROCUREMENT OFFICER

FEB 08 2022
DATE



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

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

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

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

In the wake of significant events including 9/11, Hurricane Katrina and the Covid-19 Pandemic, COOP has become a vital element in emergency planning. Organizations across the country at all levels including federal, state, and local have begun preparing for emergencies by engaging their staff and committing the necessary time and resources for developing effective and realistic plans. The federal government has been the leader in this arena and has required all State and Local departments to produce COOP plans based on published directives and guidance from the Department of Homeland Security.

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

Staff Information

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

Facility Information

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

Resource Information

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

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



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

- COOPChicago.com streamlines the planning process, resulting in a superior product with significantly less time and effort from staff.
- Due to the power and efficiency of COOPChicago.com, all COOPs for the departmental sub-groups will be completed much faster than traditional methods.
- COOPChicago.com standardizes the planning process across all departments while allowing each department to plan independently of the others.
- Access to the internet is the only requirement. The system leads an organization through the steps required to complete a COOP plan as required under all current FEMA guidance.

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

The current contract P0#30365 Specification #119407 was awarded for COOP software development and maintenance services. The initial contract term was for sixty 60 months with 2-1-year extension options with an additional 181 day extension option for continuation of services while a new contract is being drafted. The contract's original term was 12/9/2014 -12/8/2019 current expiration date is June 8, 2022. The OEMC is requesting a thirty-six (36) month new contract with up to two (2) year extension options. The anticipated start date is from June 8, 2022, through June 7, 2025.

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

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

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

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

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

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



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This is a continuation of previous procurement from the same source. Prior to this request, the OEMC /DPS issued a Request for Proposal (RFP) which resulted in selecting BOLDplanning, Inc. as the vendor.

This new contract is for the continuation of the maintenance/support services, training and consulting services for the COOP software solution that is already in place. The COOP software is utilized as a citywide plan to provide assistance in the event of incident or an emergency.

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

COOPChicago.com software is exclusive due to the nature and custom design for the City of Chicago. As previously stated, the initial request was issued as competitive solicitation, RFP. Respondents were to develop and implement their COOP software solution; BOLDplanning's software met the City's requirements. BOLDplanning's software is proprietary and copyrighted with exclusive software deployment as citywide contract for the City of Chicago.

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

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

Prior to this procurement request, the OEMC/DPS issued an RFP resulting and selecting BOLDplanning, Inc. as the vendor. Due to the proprietary nature of the software and considerable efforts by the City to house all necessary information within this software, no other sources are currently capable of performing this work. This project is grant-funded, and the State of Illinois (Grantor) has provided their approval for using the sole source mechanism for this procurement.

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

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

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

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

Therefore, OEMC will be requesting the approval for ongoing basis with BOLDplanning; this is only economically feasible vendor.

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

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

BOLD's system is within all City Department's at this time. They have trained Project Managers for the system. The ability to remove BOLD's systems from departments is not available at this time. For future COOP services, OEMC needs to make sure they are vendors that can move the current established system to all City Department's without major changes. The transition to move the system with a different vendor must be Grant Cost effective to the



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the City. If and when we understand that the system can be transfer without interruptions and additional excessive cost we can advertised a new contract out of Request of Proposal (RFP) to replace the current one.

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

ESTIMATED COST

1. What is the estimated cost for this requirement?

The OEMC's anticipates spending \$301,535.00 for the thirty-six (36) month Term Contract Agreement.

The Funding sources are:

018-0V61-PO5820104752-582705-18RH3E-0140-220140 - \$ 150,767.50

019-0W96-PO5820105467-582705-19WY3E-0140-220140 - \$ 150,767.50

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

The estimated cost is aproximately \$100,511.67 per year for a total of three (3) years.

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

The OEMC reviewed the current contract's (P0#30365) implementation costs and recent year's maintenance fees to forecast future expenditures. The OEMC meets regularly with BOLDplanning to administer and review the latest City department's data and training expenses to gauge future costs.

Based off reviewing the contract's reports, the estimated future maintenance and upgrade cost for a thirty-six (36) month contract is \$301,535. The estimated cost of \$100,511.67 per year.

Listed below are line-item costs:

- COOPChicago.com Annual Software Subscription Renewal is \$28,500 per year
- BOLDdna, updated version of COOPChicago.com Annual Software Subscription Renewal is \$31,500 per year
- Plan Migration - Per individual COOP Plan is \$375 per plan
- On-Site COOP Training – Half-Day Format is \$2,300 per session
- Remote COOP Training – Half-Day Format is \$1,500 per session
- Remote COOP Training – 90 Minute Format is \$730 per session
- COOP Plan Review is \$250 per plan
- COOP One-on-One Consulting is \$175 per session
- COOP Program Package-Remote is \$3,000 per package
- COOP Project Management, Data Management and Consulting is \$175 per hour
- COOP Tabletop (HSEEP) Discussion based full day - Up to 100 participants is \$23,800 per exercise.

4. Explain whether the proposed Contractor or the City has substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the city which may be achieved.

In order to support the strategic goals for operational continuity, organizations across the country are adopting a COOP planning as a high priority. COOP is a basic building block of any emergency planning program. It has applicability been utilized well beyond large-scale disaster events. There are many potential situations when a COOP would be activated without a true emergency or disaster. The City of Chicago developed a COOP Program



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with BOLDplanning to ensure the ability to recover and provide vital services to Chicago citizens following any major disruption.

Examples of common disruptions include:

- Facility issues that affect the workplace, such as plumbing leaks, HVAC problems, loss of power and other utilities. COOPChicago.com is designed to specifically meet all current FEMA requirements and BOLDplanning ensures that the system remains.
- Workplace disruptions, such as relocation to new office space or the reorganization of divisional units.
- Workforce reduction issues, including high levels of absenteeism due to sickness, loss of key staff.

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

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

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

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

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

Currently, thousands of distinct organizations (private and public entities) across the country use the EMplans.com system. Within this large user base, BOLDplanning specializes in the state and local government sectors, with significant experience with large and small jurisdictions, emergency management, public health, and NIMS compliance.

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

Since the conception of this project City department personnel attend training and exercise programs regularly to learn about the system as well as to maintain their stored records and any new enhances issued by BOLDplanning.

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

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



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The OEMC recognizes the importance of a successful COOP Program and has a dedicated program manager to assist with the City's COOP plan progress and vendor accountability.

SCHEDULE REQUIREMENTS

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

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

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

See Quote attached for estimated cost and services projected for the 36 months.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Not Applicable

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

See quote attached with line items that will be spread out throughout the length of the contract. As the current contract expires 6/8/2022 we would expect the new contract to begin on or before then.

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

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

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

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

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

If the City had to re-develop COOP software, this delay would not only cause disruption to City personnel but more importantly would affect the response and recovery time to City residents during an incident or an emergency. Most recently, in the time of the Covid-19 pandemic, the COOP software was utilized to ensure that the City's essential functions were maintained and was plans were able to be accessed remotely.

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

EXCLUSIVE OR UNIQUE CAPABILITY

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.



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

The current system BOLDplanning offers is within all City Department's at this time. They are uniquely capable of providing these services to the City of Chicago. BOLDplanning is the only company in the country specializing in web-based Continuity of Operations planning for Government organizations. BOLDplanning is the only company capable of providing and maintaining solely COOPChicago.com system for the city, COOPChicago.com is a branded version of the EMplans.com that is designed, develop, and maintaining solely by BOLDplanning. BOLDChicago.com is designed to specifically meet all current FEMA requirements and BOLD.

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

Yes, BOLDplanning is the sole and exclusive vendor.

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

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

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Not Applicable

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

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

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

No one else but BOLDplanning can maintain the software.

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

Yes, BOLDplanning owns the copyrights and proprietary software, no one else can maintain.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

No other vendor is able to maintain nor has the copyrights to the software. BOLDplanning, Inc. is the only authorized vendor. Consulting Services is a component of the ongoing maintenance and training for COOP. BOLDplanning has internal trained staffing and a limited pool of subcontractor's who have been trained and assists the OEMC and all City Departments.

OTHER



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

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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

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

PROCUREMENT HISTORY

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

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

OTHER

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

REVIEW AND APPROVAL

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



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

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

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

DATE: December 8, 2021

SUBJECT: **Revised New NCRB Sole Source Contract Request**
Bold Planning, Inc.
Continuity of Operations Planning (COOP) Software, Maintenance and
Support Services
Requisition: 409180 Specification: 1226651

The Office of Public Safety Administration (PSA) respectfully submits the attached packet for consideration and presentation to the Non-Competitive Review Board (NCRB). The PSA is requesting the NCRB to review and approve a new contract for the development and maintenance of Continuity of Operations Planning (COOP) Software, Maintenance and Support Services with BOLDplanning, Inc. This request is for a thirty-six (36) month contract with up to two (2) additional, one (1) year options to continue services.

This COOP software contract is a City-wide initiative. The Office of Emergency Management and Communications (OEMC) will be the Lead Department. BOLDplanning, Inc. offers a comprehensive web-based tool, which is designed as an emergency preparedness tool. The software is a City-wide solution supporting advance planning and organization logistics to facilitate staffing, facility, and resource information in the event of an incident or an emergency. BOLDplanning's software is proprietary, and they own the exclusive copyrights.

In 2009, OEMC issued a Request for Proposal (RFP) requesting a contract for a software-based solution that provided the purchase, development, implementation, and maintenance of COOP Software. A contract was awarded from this RFP to BOLDplanning, Inc. for an initial thirty-six (36) months with up to two (2), one (1) year extension options.

PSA is requesting an initial thirty-six (36) months and up to two (2) additional, one (1) year options to continue services. The maximum contract price quote for the thirty-six (36) months is \$301,533.00. The average yearly expenditure is \$100,511.66.



CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

MBE/WBE STATED GOALS

BOLDplanning, Inc. has submitted a Letter of Justification regarding the Compliance Plan. BOLDplanning, Inc. has committed to the Minority Business Compliance Goal of 25% MBE. BOLDplanning, Inc. requested a waiver of 5% WBE as the WBE contractor has retired.

SUPPORTING DOCUMENTS

- Non-Competitive Review Board (NCRB) Application
- Revised New NCRB Sole Source Contract Request
- BOLDplanning, Inc. Justification Memo per DPS' Request
- DPS Project Checklist
- Approved OBM Form
- Signed Scope of Services
- BOLDplanning, Inc. Sole Source Justification Sole Source Documentation
- BOLDplanning, Inc. Exclusivity Addendum
- BOLDplanning, Inc. Vendor Statement of Exclusivity
- BOLDplanning, Inc. Price Quote
- Contract Insurance Requirements
- BOLDplanning, Inc. Insurance Certificate
- Economic Disclosure Statement Certificate (EDS)
- Compliance Concurrence Memo
- BOLDplanning, Inc. Letter of Justification regarding MBE/WBE Compliance Plan
- GMS Consulting Memo
- Approved Compliance Review Transmittal
- BOLDplanning, Inc. Compliance Schedules C-1 and D-1 and Letter of Certifications
- Vendor Change Ownership
- W-9 Request for Taxpayer Identification Number and Certification
- Debt Check Results
- BOLDplanning, Inc. receipt of the City of Chicago's Term and Conditions
- Urban Areas Security Initiative (UASI) Grant Funding (FY2018 and FY2019)

If you should have any questions, please contact Lylianis Gonzalez, Contract Coordinator at 312-745-5953 or Lylianis.Gonzalez@cityofchicago.org. Thank you for your assistance.

cc: Frank Lindbloom, PSA 
Natalie Gutierrez, PSA
Erik Colon, PSA 
Kevin Pater, PSA 
Lisa Clark, PSA 
Adriana Sanabria, OEMC

Attachment(s)



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

TO: Non-Competitive Procurement Board (NCRB)
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

ATTN: Steve Loboda, Deputy Procurement Officer, NCRB Chairman
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Natalie Gutierrez, Deputy Director
OFFICE OF PUBLIC SAFETY ADMINISTRATION (PSA)

DATE: December 8, 2021

SUBJECT: Justification
BOLDplanning, Inc.
Continuity of Operations Planning (COOP) Software Maintenance and
Support Services
Specification: 1226651; Requisition: 409180

The Office of Public Safety Administration (PSA), on behalf of the Office of Emergency Management and Communications (OEMC), requested a Noncompetitive Review Board (NCRB)/Sole Source procurement for the City of Chicago Continuity of Operations Planning (COOP) project. Per your request, below is additional information to support the need for a sole source and a description outlining the research that was conducted to determine that no other vendors are available to perform this service.

The OEMC COOP Project Manager performed a thorough internet search for full-service COOP vendors who support municipal governments. The scope of services for the search focused on vendors who can simultaneously support a software platform where COOP plans would be hosted virtually, provide planning expertise to guide the City in development of the COOP plans, and have the ability to build out customized training on the plans. Based on the research, only one (1) vendor can currently satisfy all components of the scope. Other vendors advertise an ability to provide a software database storing the City's COOP information, but do not simultaneously offer the consulting expertise to develop, train and exercise the City Plans. Since the City is not currently capable of fulfilling these components internally, a vendor is the only option. The research has been satisfactory for PSA to support this request for a sole source procurement.

In making this sole source request, PSA has additionally factored in the time and effort that City Departments have dedicated to inputting the information stored in the current BOLDplanning, Inc. database, the funds that have been committed in building the current COOP repository, and comprehensive citywide training that has occurred on the system. Changing out the entire system, even if a suitable alternative was available, would be especially irresponsible



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

as the City continues its response to the COVID-19 Pandemic and relies heavily on COOP information. In the future, if the City finds another vendor capable of simultaneously providing the software, consulting and training needed, there will have to be a methodical transition, as it will require re-training all City Departments.

Based on the research performed, PSA and OEMC have confidence that BOLDplanning, Inc. is the only software and professional services company that can address all necessary components of this project for the government sector.

If you have any questions, please feel free to contact me at 312-745-5355, or natalie.gutierrez@cityofchicago.org and thank you for your considerations on this critical contract.

cc: Frank Lindbloom, PSA 
Erik Colon, PSA 
Kevin Pater, PSA 
Lylianis Gonzalez, PSA 
Lisa Clark, PSA



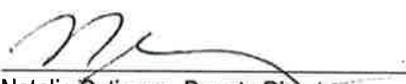
CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

TO: Non-Competitive Procurement Board (NCRB)
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

ATTN: Steve Loboda, Deputy Procurement Officer, NCRB Chairman
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Natalie Gutierrez, Deputy Director
OFFICE OF PUBLIC SAFETY ADMINISTRATION (PSA)

DATE: January 19, 2022

SUBJECT: Justification
BOLDplanning, Inc.
Continuity of Operations Planning (COOP) Software, Maintenance and
Support Services
Specification: 1226651 | Requisition: 409180

The Office of Public Safety Administration (PSA) and Office of Emergency Management and Communications (OEMC) wish to further substantiate the need for a non-competitive review board (NCRB) sole source procurement process for the Continuity of Operations Planning (COOP) project assigned to BOLDplanning, Inc. Below are details surrounding the cost/benefit analysis that was conducted, and several alternative options that were deemed not suitable.

Research both within the city database and general searches online have not produced another vendor that is capable of simultaneously providing the three elements of this project: online data hosting, training, and COOP project management for governments. Online searches show vendors that perform planning for private sector business continuity only. Based on this lack of additional options in the market, PSA and OEMC are unable to produce a comparable cost of another vendor for this project. The only way to determine an alternative cost would be to bid each component separately, which has not been done. The online data hosting portal would require a more technology-based contracting solution while the training and COOP project management would be a task order process using a master consulting agreement. The departments would have to separate out these elements into individual specifications and bid each independently to determine potential alternate pricing.

Separating the COOP elements would present its own operational challenges and affect the cost. By having a technology vendor providing the database hosting services and a separate consultant charging rates for training and COOP plans, the basic assumption would be that the city would see an increase to the costs as they would each have hourly rates and annual fees. If separate vendors are hired for each component, it is highly doubted that a similar negotiation can be achieved, and that same flexibility will not translate. More significantly, a



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OFFICE OF PUBLIC SAFETY ADMINISTRATION

consolidated service ensures expedited ability to tailor the COOP needs for the city. The vendor conducts training, edits database information based on lessons learned during the training, and outlines COOP needs based on their COOP expertise, all tailored to each city department involved.

Another consideration was having the Department of Assets, Information and Systems (AIS) manage this platform and project. To use the federal grant funds allocated to this project AIS would have to hire new personnel to be dedicated to this project and utilize their contracting mechanisms to bid out for the hosting platform. AIS could not pay for existing staff to perform these services or develop a platform with the grant funds since the staff have already been budgeted with other funds and that would be considered supplanting. Adding additional full time employees for one project is not financially advantageous to the city and AIS would have a difficult time creating those vacancies in the budget.

Most importantly, the current contract being requested as a sole source allows the city a-la-cart options on how often the vendor is asked to review plans and conduct training, so the city can tailor annual costs down and the only steady cost is the annual website hosting the data for all departments which is currently \$28,800. If a separate contract for data hosting and website management could be matched at that rate, the elements of training and project management would still have to be performed by either another separate vendor, or the department would have to hire approximately three (3) full time employees (FTE) at a budgeted rate of about \$90,000 salary plus fringe benefits to cover the workload. Having the current flexibility for only one required annual cost, and the additional elements as optional and billed at our discretion, is very financially advantageous. When comparing how other municipalities manage their COOP, cities such as New York City (NYC) collect COOP data by means of a fillable pdf but staff the COOP program with a robust personnel roster. When comparing NYC to the current Chicago COOP model in this proposal, the FTE salary and benefits for several dedicated COOP program managers in NYC negates the seemingly low-cost fillable pdf, and the Chicago model becomes more cost effective.

Thank you for your ongoing consideration for this critical contract. Please let me know if you have any additional questions.

cc: Kevin Pater, PSA
Lylianis Gonzalez, PSA



Procurement 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:
December 3, 2021

Department Name:
OEMC

Requisition No: 409180
Specification No: 1226651

PO No:
Modification No:

Contract Liaison:
Lylianis Gonzalez
Telephone: 312-745-5953
Email: lylianis@gonzalez@cityofchicago.org

Project / Program Manager:
Adriana Sababria
Telephone: 312-746-9251
Email: adriana.sanabria@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:
Lylianis Gonzalez

Project Title:
Continuity of Operations Planning (COOP) Software, Maintenance, and Support Services

Project Description:
OEMC requests a New NCRB Sole Sole Contract for sixty (60) months to replace the current Continuity of Operations Planning (COOP) Contract (PO 30365).

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FIWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
018-0V61-	P05820104752-	582705-	18PH3E-	0140-	220140				\$150,767.50
019-0W96-	P05820105467-	582705-	19WV3E-	0140-	220140				\$150,767.50

Check One:
 New Contract Request

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

Project / Program Manager Signature:
Adriana Sababria
Commissioner/Authorized Designee Signature
Lylianis Gonzalez

Purchase Order Information:

Contract Term (No. of Months): 36 Months

Extension Options (Rate of Recurrence): 24 Months

Estimated Spend/Value: \$

Grant Commitment / Expiration Date:

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

Purchase Order Type:

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

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

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

Total: \$301,535.00

Contract Type:

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

Modification/Amendment Type:

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

Modification or Amendment

Modification Information:

PO Start Date:
PO End Date:

Amount (Increase/Reduction)

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

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (Included) Yes No

Vendor Info:

Name: Bold Planning, Inc.
Contact: Windy Troop
Address: 480 Duke Drive, Suite 120, Franklin TN 37067
E-mail: windy@boldplanning.com
Phone: 615-469-5558

Section I: General Contract Information	
Department Name	The Office of Public Safety Administrations (PSA)
Department Contact Name	Lylianis Gonzalez
Department Contact Number	312.745.5953
Department Contact Email	lylianis.gonzalez@cityofchicago.org
Contract Number	N/A
Contract Subject Name	Continuity of Operations Planning (COOP) Software, Maintenance and Support Service
Contract Initiation Date	N/A
Original Contract Amount	\$301,535.00
Original Contract Expiration Date	N/A
Budgeted amount for current year	N/A
Year to date expenditure	N/A
Are funds <input type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input checked="" type="checkbox"/> Grant	
What is the funding strip?	018.0V91.PO5820104752.582705.18RH3E.0140.0000.220140 019.0W96.PO5820105467.582705.19WY3E.0140-0000.220140
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes
If no, what is the plan to address the short fall?	N/A
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	
New total contract amount	
New contract expiration date	
Goods/services provided by this Contract.	
Justification of need to modify this contract	

Impact of denial	
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	<p>Continuity of Operations Planning (COOP) is defined by FEMA (Federal Emergency Management Agency) as an internal effort within individual components of a government to ensure the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. A COOP plan is developed for concise and quickly usable plans implemented in preparation of emergency event.</p> <p>A COOP plan is developed for concise and quickly usable plans in response for strategically planning with the City's first responder departments by implementing a COOP that would facilitate regular operations and resources for the City of Chicago in the event of incident or emergency. In order to effectively provide these vital services, the OEMC must ensure that a seamlessly transition is set in place for the City's personnel and equipment during an unplanned disruption which renders the OEMC facility that substantially reduces its available workforce.</p>
Justification of need to issue request for services	<p>Continuity of Operations Planning (COOP) is defined by FEMA (Federal Emergency Management Agency) as an internal effort within individual components of a government to ensure the capability exists to continue essential functions across a wide range of potential emergencies, including natural, technological, and human-caused hazards. In order to support these strategic goals for operational continuity, organizations across the country have adopted COOP planning as a high priority. The City of Chicago Office of Emergency Management and Communications (OEMC) has been the lead department for the City's COOP program since the project initiation in 2009.</p>
Impact of denial	Public Safety
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	
Approve	Approved
OBM Analyst Initials	KS
OBM Analyst Name/number	Kevin Schuster 744-8924

Specification No. 1226651

Continuity of Operations Planning (COOP) Software, Maintenance and Support Services Scope of Services

The contractor will provide Continuity of Operations Planning (COOP) software, maintenance service and support services for the City of Chicago COOP program. The following is the Scope of Work for the annual software renewal and anticipated COOP-related support services.

Continuity of Operations Planning (COOP) is defined by FEMA (Federal Emergency Management Agency) as an internal effort within individual components of a government to ensure the capability exists to continue essential functions across a wide range of potential emergencies, including natural, technological, and human-caused hazards. In order to support these strategic goals for operational continuity, organizations across the country have adopted COOP planning as a high priority. The City of Chicago Office of Emergency Management and Communications (OEMC) has been the lead department for the City's COOP program since the project initiation in 2009.

It is vitally important that all City departments go through the planning process to develop viable and effective COOPs. Each functional unit with the city must be prepared to continue providing basic services to constituents. The current software application, COOPChicago.com, has been continually deployed and maintained since 2009. The system is the foundation for the development and maintenance of COOPs for all City departments and their respective divisions. The contractor will continue to provide and maintain the COOPChicago.com software.

The COOPChicago.com system is a centralized data collection tool for COOP that makes plan standardization, plan review and plan monitoring possible. The system is deployed under the Application Service Provider (ASP) model – more commonly known as Software-as-a-Service (SaaS) or the Cloud. The contractor will manage every technical aspect related to the system for the life of the project, including all hosting, backups, system redundancy, disaster recovery planning, system maintenance, and technical support. Access to the internet is the only requirement for using this system. The following details the technical specifications for this standard hosted service:

- Utilizes standard Microsoft Operating systems and SQL Server.
- Compatible with Microsoft Word and Excel
- Password Protected and certified 256-bit encryption for data security.
- Hosted in a secure professional data center on dedicated servers.
- Data backup conducted nightly to ensure data redundancy.
- Monitored to ensure continuous 24/7 system operation.

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

The City of Chicago and the contractor will partner to help maintain the culture of preparedness within City departments and facilitate more active participation by them in the City's COOP program. The contractor will provide a dedicated customer service representative for City of Chicago support. The contractor will provide support services for the COOPChicago.com system and City's COOP program. In relation to these support services, the contractor will provide an annual overview to be submitted to the City of Chicago OEMC. This annual overview shall be submitted no later than December 31st during the terms of the contract period. This overview should include but is not limited to the following:

- Yearly accomplishments
- Goals for the following year
- Proposed plan and/or timeline for support services for the subsequent year.
- Number of help desk inquiries within that year
- Number of new users added/deleted from the system within that year, including current total count.
- A summary of billing for that year including any outstanding invoices.

BOLDdna

This planning platform is a new web-based technology that will provide the City of Chicago the same easy planning tool but will have more flexible functionality. The design behind BOLDdna is to provide the city with easier search engines, more flexibility, and the possibility of API integration. BOLDdna is currently in development and should be ready for testing and possible deployment in the year 2022.

During the City of Chicago's contractual time frame with the contractor the City of Chicago may elect whether to stay in the current BOLD2 system platform or migrate into the updated, enhanced BOLDdna software. COOPChicago.com will stay in the BOLD2 system until BOLDdna is fully in production and ready for migration. The City of Chicago and BOLDplanning will work together to determine the dates of migration into the BOLDdna platform. The BOLD2 licensing cost will stay in effect until the date of the migration is determined by both parties.

Line-Item Descriptions

COOPChicago.com has been utilizing the BOLD2 platform for continuity of operations planning (COOP) since 2009. The contractor shall provide the following specific services that are being performed and accomplished for the successful completion of the annual subscription.

- Continued hosting of the www.COOPChicago.com system.
- All maintenance and upgrades related to the deployment of COOPChicago.com.
- All data backups, disaster recovery planning and security related to COOPChicago.com.
- Ongoing system access for all participating City staff
- Telephone/Internet technical support for all participating City staff
- Provide updated system user manual, training materials, guides, and other materials for use in conjunction with the Software based on the City's needs, beginning at the start of the contract period.

- Conduct a yearly review of all federal references and authorities contained within the system and update accordingly.

Annual renewal software subscription will be due on the anniversary date of the start of the contract; the annual cost per year is \$28,800.00. When the City of Chicago agrees to migrate the data that is contained within BOLD2 to the updated version of the platform (BOLDdna) the annual cost per year is \$31,500.

Data Migration: BOLD2 to BOLDdna:

Migration of COOP Plans, Per Plan - Up to 87 Plans

If the City of Chicago should decide to migrate or move the City's COOP data from the current BOLD2 system into the updated version of the platform, BOLDdna, the contractor will work with the city to decide how it would best work with the conversion of this data and based on how the City of Chicago would like to move forward.

The migration of the data would include an automation of the Common Data Area, however the conversion of the COOP plans will entail much more time and manpower in order to ensure that all sections are copied and are audited for integrity, based on any automatic data conversion, as well as some manual effort to import, add, upload and link data efficiently and correctly.

The details of the migration will include but will not be limited to:

- All Common Data Area sections will be migrated from the BOLD2 system into the BOLDdna platform at no cost to the City of Chicago.
- BOLDplanning will export all City of Chicago's COOP planning data into a password protected and encrypted database.
- The COOP planning data will be used to verify the most recent information given by the City of Chicago and will only be migrated "as is" or in the state of which it was received
- BOLDplanning will build out all sections of the COOP plans based on the planning data that was exported, to include but not limited to:
 - Data importing from the Common Data Area
 - Adding data, not included in the Common Data Area (e.g., Orders of Succession, Teams, etc.) for all sections of the COOP plans
 - Adding the Essential Function information, including but not limited to, tier assignments, function descriptions, linking functions, etc.
- All section audits to ensure the integrity of the data with the assistance of the City of Chicago
- Assistance from the City of Chicago to ensure all File Archive information is available for importing
- Final review and approval of the data migration from the City of Chicago

COOP Related Support Services: Thirty-six (36) months contract

- COOP On-Site Workshops - Half-Day Sessions (3.5 Hours), Per Session - 6 sessions
- COOP Remote Workshops - Half-Day Sessions (3.5 Hours), Per Session - 6 sessions
- COOP Remote Workshops - 90-Minute Sessions (Remote), Per Session - 12 sessions
- COOP Plan Reviews, Per Plan - 140 reviews
- One-on-One Sessions, Per Hour - 34 sessions
- COOP Program Package (Includes 2 half day Remote Workshops, 1 Plan Review and 1 Hour One-on-One Consulting Session), Per Package - 5 packages
- COOP Project Management, Data Management and Consulting, Per Hour - 240 hours
- COOP Tabletop (HSEEP) Discussion based full day – Up to 100 participants, Per Exercise - 2 exercises

COOP Related Support Services: Contract extension option – up to twenty-four (24) months

- COOP On-Site Workshops - Half-Day Sessions (3.5 Hours), Per Session - 4 sessions
- COOP Remote Workshops - Half-Day Sessions (3.5 Hours), Per Session - 4 sessions
- COOP Remote Workshops - 90-Minute Sessions (Remote), Per Session - 9 sessions
- COOP Plan Reviews, Per Plan - 87 reviews
- One-on-One Sessions, Per Hour - 16 sessions
- COOP Program Package (Includes 2 half day Remote Workshops, 1 Plan Review and 1 Hour One-on-One Consulting Session), Per Package - 2 packages
- COOP Project Management, Data Management and Consulting, Per Hour - 160 hours
- COOP Tabletop (HSEEP) Discussion based full day – Up to 100 participants, Per Exercise - 1 exercise

COOP On-Site & Remote Workshops – Half Day Sessions (3.5 Hours)

BOLDplanning will perform all preparation, facilitation and project management associated with conducting an on-site or remote half-day COOP training workshop. For all workshops (onsite or remote) BOLDplanning will:

- Develop the email invitations for the workshops which includes the type of workshop (along with workshop descriptions), the date and time. The email will also include either the location of the workshop(s) for onsite training or Zoom link for remote workshop(s).
- If the workshop(s) are remote, BOLDplanning will set up the Zoom registration for the web-based (online) workshops and registration link to register for Zoom webinar.
- Track the RSVPs from participants (remote and onsite) and provide to the City of Chicago's OEM
- Facilitate the workshop(s) and record the web-based sessions for remote workshops.
- Track the number of participants with log in sheets (onsite) or download the list of planners that participated in the remote session. These log in sheets will be given to the City of Chicago's OEM
- Onsite workshops must be scheduled as two (2) consecutive half day or one (1) full day

Workshops may include, but are not limited to, the following:

I. Refresher COOP Workshops

This workshop is tailored to reflect the level of planning expertise of participants. This workshop will be hands-on and will focus on the people, places, and things within their plans. The participants will work within their own plans to further develop:

- Importing from the Master Data Area when applicable.
- Each module on the Main Menu and how each of those sections integrates and links together to form a complete COOP plan.
- Contacts, Teams, Orders of Succession and Delegations of Authority by adding, updating, and importing data as well as understanding the definition of these sections.
- Facilities to ensure they have all the required information needed within the plans, including resources, alternates, and number of staff members.
- Vital Records to update new information in each plan as well as filling in the gaps of each record to ensure that vital resources can be located and backed up if needed.
- Essential Functions to make sure they are clear and concise as well as supported by their personnel and vital records.
- Knowledge of the messaging, file archives, communications, security, and alerting, drive away kits, as well as testing, training, and exercise modules.

II. Advanced COOP Workshops

The focus of this workshop will be with key staff (Executive Leadership/Senior Staff) or planners that have participated in the COOP Refresher Workshop, to concentrate specifically on sections that need more attention (e.g., Essential Functions) This workshop will provide guidance on:

- Running reports and analyzing the results
- Identifying gaps in their plan(s)
- Essential Functions and how they are linked to personnel and vital records.
- Ensuring all vital records/resources have included important details and who supports them.
- User management and maintenance

III. Master Plan Administrator's COOP Workshop

Master Plan Administrators are invited to this workshop to gain a full understanding of their capabilities as an administrator. This workshop will focus on:

- Managing the Master Data Area and setting up the hierarchy of sub plans
- Handling the on-going process of plan updates
- Administrative Reporting and Gap Analysis
- User Manager-How to set up new users and reset passwords for users.
- Administering direction to planners and department heads for usage of master data and implementing updates

IV. Core Capability Workshop (Plan Validation)

The Scenario-Based Workshop is a simplified alternative to a tabletop exercise. BOLDplanning will work with OEMC/Departmental Planners to develop the scenario questions ahead of time. This workshop will allow participants to:

- Familiarize themselves with their COOP plans and to explain their roles and responsibilities as defined in the plans.
- Validate the information in their COOP plans and identify areas for improvement.
- Be a part of a challenging, but plausible scenario.
- Ask specific questions that will help participants look at the plans as if the COOP was activated.
- Add information into their COOP plan as they identify the gaps.

V. 90-Minute Workshop Session

These sessions will include COOP elements from the Refresher, Advanced or the Master Admin sessions. These 90-minute sessions will be very specific to the needs of the departments and will focus solely on those sections that will be outlined by OEMC & BOLDplanning ahead of time. These elements or sections that will be listed in a scope of work and stay within the 90-minute timeframe.

VI. COOP One on One Workshops

The One-on-One Workshop sessions are designed to be a hands-on session intended to give one-on-one attention to a specific department or individual to go over every section of their plan to ensure that it meets that standard COOP requirement. A COOP Facilitator will work with planners to help identify gaps in their plans and answer questions related to the principals behind continuity planning. These sessions will be set up for each individual/department which enables time to ask questions and discuss processes. BOLDplanning will be available for any questions following these sessions for questions.

COOP Plan Reviews

Plan reviews are an important part of your ongoing COOP planning initiative. It is imperative to keep updating information in the system to enhance your plans overall detail. After the initial creation, all plans are reviewed and graded for levels of completion. Plans are graded by Certified Business Continuity Professionals (CBCP's) using guidelines, in part set by FEMA regulations.

Each Plan will receive a grade using Red/Yellow/Green designation to help Planners identify areas of strength and areas in need of improvement. Suggestions are given by the CBCP for every section of the plan. In every section, comments will be provided to give guidance on how well each section has been developed and any next steps to improve the Plan. Once the grading has been completed, a full report of all the graded plans, along with comments, will be given to the plan administrator for review. The plan grades will also be accessible within the plan(s), developed through the BOLDplanning on-line tool.

BOLDplanning is available for questions or follow up in relation to the scoring of the plan(s).

COOP Program Package (Remote)

This program package is designed to assist new or existing departmental planners to get them started or further develop different sections of their plan(s). This program will include but not be limited to:

- Two Half Days Remote COOP Workshops (3.5 hours each) Designed to give the planners an overview of COOP and to understand all data elements within the COOPChicago.com system.
- One Plan Review/Grading – After the planner has had time to work within their plan to import/edit/update, BOLDplanning will review each section of their plan to ensure all data elements are captured. More than one plan review will be an additional \$250 per plan.
- One Remote - One-on-One Consulting – The BOLDplanning project manager will have a remote meeting with the planner(s) to discuss the plan reviews/grades to further their knowledge and awareness of what is needed to meet all COOP requirements.

COOP Project Management, Data Management and Consulting

These services will include consulting time (hourly) with a BOLDplanning Subject Matter Expert (SME) to receive services outside of the COOP workshops descriptions or one-on-one sessions. These services would include, but not be limited to:

- Providing expert advice with the COOP planning process regarding specific sections of the plans
- Information on best practices regarding COOP and how to meet City and FEMA requirements
- Any time spent on planning that falls outside of the scope of work for workshops, exercises and/or One-on-One consulting.
- Data management based on cleanup or recovery based on the city's needs.

COOP Tabletop (HSEEP) Discussion Based - Full Day

Tabletop Exercises by BOLDplanning are discussion-based, low-stress exercises. Our exercise practitioner will consult with the OEMC to develop a plausible scenario based on Chicago's requirements. The participants will then be presented with this scenario while a facilitator drives exercise objectives by asking challenging questions that engage critical thinking and discussions. The questioning is designed to validate strengths and areas for improvements in the organization's plans, processes, and procedures. BOLDplanning will facilitate all invitations, manage registrations and data from surveys as well as organize feedback from all phases of the exercise.

Phase I: Project Initiation

The initiation process will include the facilitation of the kickoff/planning meetings. The participating departments will be identified, and a game plan will be established. During the Initiation Phase BOLDplanning will:

- Initiate a series of three (3) one hour kickoff or planning meetings (onsite/remote) to determine which (limit of 5) core capabilities (National Preparedness Goals) will be chosen and assessed.

- Work with the City of Chicago OEMC to identify the departments that will participate in the Evaluation, Hot Wash sessions and the Exercise.
- Define engagement strategy with the City of Chicago to collect data and to formulate online survey or Evaluation Assessment in Phase II.
- Set dates of Hot Wash meetings and send out invitations, outlined in Phase III.

Phase II: Evaluation Assessment

The Evaluation Assessment is a tool that will be used to assess core capabilities of participating departments. An online survey will be used to create the assessment, then distributed to participants. The Evaluation Assessment will include:

- Information gathered from the responses.
- Assessment of core capabilities and activities from evaluations.
- Disseminating the assessment to participating departments to collect raw data.
- Processing raw data from the assessment responses and delivered to the City of Chicago.

Phase III: Hot Wash Sessions

Hot Wash meetings are essential to the development of an After-Action Report/Improvement Plan. These sessions will draw out all opinions, experiences, and conclusions from participants to formulate what went well and what was a challenge. The Hot Wash sessions will include:

- Four One-Hour Hot Wash (onsite/remote) sessions (onsite must be scheduled as four (4) consecutive sessions)
- Facilitation of Hot Wash sessions to capture actions and responses during an event.
- A Participant Feedback Form (questionnaire) will be distributed to participants to gather successes, failures and improvements made during event.
- Raw data processing and delivery to the City of Chicago

Phase IV: Exercise Facilitation

BOLDplanning will arrive on-site at the predetermined location to conduct the six-hour Tabletop Exercise. Exercise introduction, rules, and assumptions pertaining to the current COOP plans. The modules will include but not limited to:

- Introductions to the start of the scenario to participants.
- Providing participants with discussion questions for goals, objectives, and small/large group discussions.
- Providing an escalation of the original scenario to challenge participants' COOP plans.
- Additional discussion questions for goals and objectives.
- Exercise conclusion: Provides participant feedback form to capture the strengths, gaps, and areas for improvement.

Phase V: After Action Report/Improvement Plan

After the Hot Wash sessions have concluded and all data has been collected, the AAR/IP draft can be created. This draft will be based on the Evaluation Assessment and feedback from Hot Wash sessions. The AAR/IP steps are:

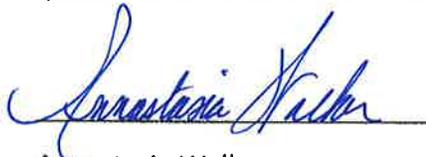
- To formulate a draft AAR/IP after reviewing the assessments and feedback from Hot Wash sessions
- Submittal of AAR/IP draft to the City of Chicago for comments, feedback, and edits (submittal of draft within 30 days of the exercise facilitation)
- Revisions of AAR/IP draft using suggestions and recommendation from the City of Chicago.
- Submittal of final AAR/IP to the City of Chicago (within 14 days of the revisions submitted to BOLDplanning)

REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head of 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 of authorized designee.



Adriana Sanabria
Project Manager, OEMC



Anastasia Walker
Executive Director, PSA



BOLD
p l a n n i n g

City of Chicago



COOPChicago.com

**Continuity of Operations Planning (COOP)
Program**

Sole Source Documentation

Submitted by
BOLDplanning, Inc.
Fulton Wold– Point of Contact
Fulton@BOLDplanning.com
(615) 469-5558 – Office

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City of Chicago/BOLDplanning Summary

BOLDplanning has worked with the City of Chicago since 2009 to improve and streamline the continuity of operations planning process. BOLDplanning works with the city to provide a software as a service tool, subject matter expertise and proven project management for Continuity of Operations Planning (COOP). BOLDplanning was selected, by the City of Chicago, because of our unique technology and planning process.

Technology – BOLDplanning is a cloud-based planning system which has been continuously deployed for 17 years and with a long-standing relationship with the City of Chicago since 2009. BOLDplanning has provided a COOP planning tool and services for many of the city's departments. The following unique capabilities are presented as key differentiators and described in detail in justification of a sole source determination:

- COOP Departmental Plan Integration – Unique capabilities to develop departmental plans using shared elements from a common data area.
- System Branding and Configuration – Powerful tool to customize the system to match the way the City of Chicago develops plans.
- System Deployment and Management – BOLDplanning hosts this system and is fully responsible for all technical maintenance and upgrades.
- COOP Planning Module – COOPChicago.com is the only online planning system with robust modules for FEMA compliant COOP.
- BOLDdna – BOLDplanning is in the process of developing a new platform that will be launched sometime in 2022. This new system will allow the City of Chicago to participate in the utilization of this new tool at the request of the City of Chicago. BOLDdna will bring the City of Chicago more flexibility within the COOP planning process as well as future opportunities to integrate the city's other related applications through an API.

Experience – BOLDplanning offers a dedicated account manager as well as field experience with subject matter experts that provides the City of Chicago with continuous opportunities to gain software and project management expertise. This experience with state governments and the emergency management community is exceptional and will be a force multiplier resulting in efficiencies and enhanced interoperability. The following unique capabilities are presented as key differentiators and described in detail in justification of a sole source determination:

- Nationwide Emergency Management Guidance and Requirements – BOLDplanning has unique subject matter expertise developed over 17 years. These years of continual research and on-the-ground planning project experience offers the City of Chicago the best possible experience with continuity of operations support.
- Experience with the City of Chicago – Our experience with the City of Chicago provides BOLDplanning with the knowledge and history needed to continuously provide topflight services which provides continuity plans that genuinely work today and tomorrow.

Methodology – BOLDplanning has developed best practices for training and project management that have been refined in the real world. This proven process is well-documented, flexible, and easily implemented with scalability for both large and small departments within the City of Chicago. Our unique planning methodology is wrapped around our proven technology to engage staff, simplify the development process, and streamline ongoing plan maintenance.

The COOPChicago.com System

The COOPChicago.com system is a unique technology that has been adopted by the City of Chicago. The founders of BOLDplanning began developing this type of cloud-based planning tool with the accessibility of the internet in mind. This concept was designed for organizations, like the City of Chicago to give them the ability for collaboration, standardization, and FEMA compliance within the continuity of operations planning process. The City's departmental planners have been given the ability to discard their old templates and spreadsheets to work within the COOPChicago.com system and to work within a simple and intuitive cloud-based planning system.

The COOPChicago.com system is the anchor for the City of Chicago's COOP planning projects. We have continuously worked with the city to help the departmental continuity planners understand and build their COOPs that are simple, flexible, and powerful. To help the City of Chicago, we have set up their plans to be more efficient and effective by focusing on the following key strengths:

- Keeping our system easy to use for planners of all levels
- Maintaining the entire technical infrastructure; including hosting, updates, disaster recovery, and data backups
- Customizing the plan elements to match the specific requirements of each organization
- Providing best practice guidance embedded in the system for ongoing compliance with current regulations and standards
- COOP planning is accessible from anywhere the internet or cellular service is available

COOP Sole Source Justification

BOLDplanning has developed a unique perspective related to COOP planning. Instead of viewing each departmental COOP plan as separate, isolated plans, they are developed as individual yet integrated plans by sharing information from the Common Data Area. This simultaneous planning develops into a powerful database environment that brings great efficiency and many opportunities for enhanced effectiveness. Utilizing the COOP planning system will allow for the following benefits:

- **COOPChicago.com System Implementation** – BOLDplanning is the designer, developer and only vendor that provides and hosts the BOLDplanning.com system that enables the City of Chicago to brand a COOP system domain (COOPChicago.com). This web-based planning tool streamlines all the individual COOP plans for each department within the City of Chicago.
- **City of Chicago Experience** – BOLDplanning has worked with the City of Chicago since 2009, facilitating many successful COOP projects. By initiating planning projects with the city, the planning staff (City of Chicago) has engaged more easily and has been able to maintain momentum with less time and effort. From the successful completion of these projects, we have ready knowledge of the plans and have developed relationships with the departmental planners.
- **COOP Completion** – The BOLDplanning COOP Module is the most efficient and effective tool on the market for the development of FEMA compliant plans. By using this existing technology, plans will be completed quickly and efficiently with less staff time and related internal resources.
- **Integrated Data** – Critical resources, facilities, and key staff members are documented at the Common Data Area level to provide shared data for all of the departmental plans. As this data is identified, updated, or modified, it will be integrated into all plans.
- **Integrated Training** – Departmental staff members have been regularly involved with all COOP support and maintenance. Testing, training, and exercising will be more efficient and successful as staff can be trained to keep their plans maintained and up to date.
- **Plan Dissemination** – The system streamlines and simplifies the plan finalization, approval, and distribution process. As data is entered into the system, it dynamically updates all related planning elements. Report generation always provides users with the most up-to-date version.
- **Ongoing Plan Maintenance** – The system simplifies the process of maintaining plans over the long term. Staff can make updates quickly through the web portal and share this data across the entire organization.

System Branding and Customization

One of our key differentiators is the customization and branding of our standard BOLDplanning.com system to meet the City of Chicago's specific requirements. BOLDplanning has worked with the City of Chicago to customize COOPChicago.com.



The City of Chicago has selected BOLDplanning.com as the Continuity of Operations Planning system to support its COOP plans and ongoing plan development. BOLDplanning.com is a hosted planning system developed through the use of existing Continuity of Operations Plans. The BOLDplanning.com system will allow the City of Chicago to participate and be able to monitor plan development and ensure the reliability of roles and responsibilities. It is intended to ensure a smooth transition during times of change in roles and responsibilities. The City of Chicago has selected BOLDplanning.com to meet the specific needs of the City of Chicago. It is a hosted system that will be used to support the City of Chicago's Continuity of Operations Planning System. For additional technical assistance, please contact the BOLDplanning system.

System Deployment and Management

BOLDplanning is unique in our ability to deploy and manage this technology. The COOPChicago.com system is a centralized data collection tool for COOP that makes plan standardization, plan review and plan monitoring possible. The system is deployed under the Application Service Provider (ASP) model – more commonly known as Software-as-a-Service (SaaS) or the Cloud. We manage every technical aspect related to the system for the life of the project, including all hosting, backups, system redundancy, disaster recovery planning, system maintenance, and technical support. Access to the internet is the only requirement for using this system. The following details the technical specifications for this standard hosted service:

- Utilizes standard Microsoft Operating systems and SQL Server
- Compatible with Microsoft Word and Excel
- Password Protected and certified 256-bit encryption for data security
- Hosted in a secure professional data center on dedicated servers
- Data backup conducted nightly to ensure data redundancy
- Monitored to ensure continuous 24/7 system operation

BOLDplanning has been able to immediately deploy the COOPChicago.com system to a COOP planning initiative. There are no state resources required for the implementation and ongoing maintenance of this system.

System Functionality and Capabilities

No other vendor can provide licensing and technical services for the COOPChicago.com system, and no other technology matches BOLDplanning.com's proprietary system for the following capabilities:

- Government compliance
- Integration of all departmental COOP planning elements
- Ease of use for non-technical emergency planners
- Scalability for large and small business units
- COOP section content for all contacts, teams, roles, successions, and other common elements has been templated
- Complete suite of FEMA compliant reports along with administrator reports for program analysis and monitoring
- Program management functionality; including file archiving of electronic documents, integrated messaging via email and text, audit logs, email reminders, etc.

The COOPChicago.com system has the ability to develop a large number of departmental plans in a standardized environment, and then manage these individual elements as a combined organizational group. Project managers and administrators have the following capabilities for managing and accessing the data from the various departments within their overarching structure:

- Administrator access to all planning elements for each departmental plan
- Review, score and provide comments electronically for each plan element
- View individual and group status via the **Red/Yellow/Green** Status Lights
- Produce roll-up reports that collate data from all plans
- Monitor system usage and ongoing maintenance with the audit logs

Continuity of Operations Planning Module

The COOP Module within BOLDplanning.com is a unique and easy-to-use planning tool that walks users through each step of developing a Continuity of Operations Plan. By following the system's Main Menu, organizations are assured of compliance with CGC 1 & 2 and other FEMA guidance. Data elements are addressed, and then detailed plans and reports are generated for preparedness and response.



COOP Module Main Menu and Reports Page

The primary focus of this plan is to ensure that an organization has addressed and identified the issues of relocation and protected its ability to continue to perform essential functions. Using the COOP module, organizations can be assured that their plan is developed and maintained within a system built upon COOP and government best practices planning standards.

Experience and Unique Qualifications

The COOPChicago.com system focuses exclusively on Continuity of Operations Planning (COOP). We bring an unmatched combination of subject matter experts, real-world experience, and cutting-edge technology to each project. We track the National Fire Protection Association (NFPA) 1600, Disaster Recovery Institute International (DRII) and all federal guidance from the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) for our planning projects, including National Incident Management System (NIMS), the National Response Framework, Comprehensive Preparedness Guide (CPG) 101, Federal Continuity Directive (FCD) 1 and 2, Continuity Guidance Circular (CGC) 1 and 2, and all other current documentation.

Experience with Large City and Local Government

BOLDplanning manages many complex planning efforts across the country that are very similar in nature. These planning projects are centrally managed and extend across all business units within the organizations. The commonality in these projects includes:

1. The requirement to distribute the planning responsibilities to key stakeholders and staff while maintaining a standardized environment.
2. The requirement to scale the planning effort across large, complex organizations in an efficient and effective manner.
3. The requirement to easily train staff regarding emergency planning issues and continually test and exercise the plans with minimal impact on day-to-day operation.
4. The requirement to facilitate departmental staff with adequate plan documentation as needed and in real time.

BOLDplanning has a specific focus on state and local government agencies. This select list of current clients offers examples of comprehensive planning projects for large, multi-faceted organizations with needs like yours.

Local Government Clients

- City of Colorado Springs, CO
- Fulton County/Atlanta, Georgia
- City of Rochester, MN
- Maricopa County – Including all city governments, including the City of Phoenix, AZ
- City of Flagstaff, AZ
- City of Portland/Salem, Oregon Region – 13 County and 40+ City Jurisdictions
- Ramsey County/Saint Paul, Minnesota – All County Departments and 16 Cities
- Denver Metro Area, CO
- Washoe County (Reno), Nevada Region – 6 Counties and 15 Cities and Tribes

Over the past 17 years, BOLDplanning has developed a unique understanding of city and local planning. We understand the opportunities and the constraints, and we are dedicated to the ongoing success of continuity of operations planning. By cross-referencing best practices across the country for over a decade, we have developed the most effective methodology for COOP development and maintenance for the city and local government sectors.

Exclusivity Addendum

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

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

1. BOLDplanning is the only company in the county specializing in web-based Continuity of Operations Planning for Government organizations. The standard EMplans.com system is nationally recognized as a leader in this field with over 4000 government organizations currently using these tools for plan development.
2. BOLDplanning is the only company capable of providing and maintaining the proprietary COOPChicago.com system for the city, COOPChicago.com is a branded version of the standard EMplans.com that is designed, developed, and maintained solely by BOLDplanning.
3. COOPChicago.com is designed to specifically meet all current FEMA requirements and BOLDplanning ensures that the system remains.
4. BOLDplanning has over seventeen (17) years of continual experience training staff from large urban government departments on COOP. This experience includes training and consulting for all levels of government of elected officials, emergency responders, information technology specialists, facility managers, as well as finance, admin, HR, and other key staff.
5. BOLDplanning has over thirteen (13) years of continual experience working directly with the City Departments on the development of COOPs. This includes significant personal contact and institutional knowledge about City operations.
6. BOLDplanning has developed a unique and documented project plan specifically to match the requirements of the City of Chicago. Due to OEMC staffing issues, BOLDplanning is currently acting as the primary project manager for this Citywide implementation in support of OEMC requirements.

OEMC estimates that over 500 city staff will be involved in the proactive, emergency planning initiative. COOP planning is an ONGOING process that must be actively maintained and updated by staff within each participating department. Therefore, it is vitally necessary that this planning effort continue and take advantage of the current momentum. BOLDplanning has already trained a significant number of City staff and has an ongoing training program scheduled through the June of 2022. With any emergency planning initiative, it is vitally important that this momentum be maintained and promoted. Otherwise, these projects have a

tendency to be forgotten and ignored. BOLDplanning is uniquely placed to build on this existing momentum and build on this for the next sixty (60) months to ensure the ongoing improvement and testing of these important emergency plans.

The BOLDplanning proprietary and copyrighted software has been successfully deployed at COOPChicago.com and accepted by a wide range of City staff, including support from the Mayor's Office, OEMC AND Departments specifically involved in public safety. No other company can provide access to this existing and accepted system. BOLDplanning is the sole source for the ongoing maintenance and enhancements to the COOPChicago.com system and their support and consulting are critical to the success of this City-wide project.



Fulton Wold
CEO/Owner, BOLDplanning, Inc.

July 21, 2021

Date



480 Duke Drive; Suite 130
Franklin, TN 37067
(615) 469-5558
www.BOLDplanning.com

September 9, 2021

City of Chicago Office of Public Safety Administration
Contracts Coordinator
3510 S Michigan Ave.
Chicago, IL 60653

RE: Vendor Statement of Exclusivity

To Whom it May Concern,

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

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Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Wold', is positioned above the typed name.

Fulton Wold
Owner/Founder
BOLDplanning, Inc.
Direct: 615.469.5558
Email: admin@boldplanning.com



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Price Quote Continuity of Operations Planning (COOP) Software, Maintenance and Support Services

BOLDplanning performs the Continuity of Operations (COOP) Software Development & Maintenance and COOP-related services. BOLDplanning, Inc.'s price quote represents pricing for a new contract that will be valid for thirty-six (36) months with up to two (2) additional one (1) year options to continue services.

This Price Quote Section describes all new work anticipated for the thirty-six (36) month term.

COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year
COOPChicago.com Annual Software Subscription Renewal – BOLDdna: Updated version of software (to take effect upon BOLDdna plan migration)	\$31,500 Per Year
Plan Migration - Per individual COOP Plan	\$375 Per Plan
On-Site COOP Training – Half-Day Format	\$2,300 per Session
Remote COOP Training – Half-Day Format	\$1,500 per Session
Remote COOP Training – 90 Minute Format	\$730 per Session
COOP Plan Review	\$250 per Review
COOP One-on-One Consulting	\$175 per Session
COOP Program Package-Remote	\$3,000 per Package
COOP Project Management, Data Management and Consulting	\$175 per Hour
COOP Tabletop (HSEEP) Discussion based full day - Up to 100 participants	\$23,800



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OEMC anticipated the following quantities of the below line items over the thirty-six (36) month contract term with the calculated and itemized amounts.

Quantity	Service Line Item	Unit Price	Line-Item Total
1 *	COOPChicago.com Annual Software Subscription Renewal	\$28,800 per year	\$28,800
2 *	COOPChicago.com Annual Software Subscription Renewal - BOLDdna: Updated version of software *	\$31,500 per year	\$63,000
87	Plan Migration - Per individual COOP Plan	\$375 per plan	\$32,625
6	On-Site COOP Training – Half-Day Format	\$2,300 per Session	\$13,800
6	Remote COOP Training – Half-Day Format	\$1,500 per Session	\$9,000
12	Remote COOP Training – 90 Minute Format	\$730 per Session	\$8,760
140	COOP Plan Review	\$250 per Review	\$35,000
34	COOP One-on-One Consulting	\$175 per Session	\$5,950
5	COOP Program Package-Remote	\$3,000 per Package	\$15,000
240	COOP Project Management, Data Management and Consulting	\$175 per Hour	\$42,000
2	COOP Tabletop (HSEEP) Discussion based full day - Up to 100 participants	\$23,800 per exercise	\$47,600
	*Quantity is approximate and dependent the launch of BOLDdna		
	Contract Maximum Total		\$301,535

Pricing for extension years 1 and 2 would be the same as the base term of the contract.

COOPChicago.com Annual Software Subscription Renewal	\$28,800 Per Year
COOPChicago.com Annual Software Subscription Renewal – BOLDdna: Updated version of software (to take effect upon BOLDdna plan migration)	\$31,500 Per Year
Plan Migration - Per individual COOP Plan	\$375 Per Plan
On-Site COOP Training – Half-Day Format	\$2,300 per Session
Remote COOP Training – Half-Day Format	\$1,500 per Session
Remote COOP Training – 90 Minute Format	\$730 per Session
COOP Plan Review	\$250 per Review
COOP One-on-One Consulting	\$175 per Session
COOP Program Package-Remote	\$3,000 per Package
COOP Project Management, Data Management and Consulting	\$175 per Hour
COOP Tabletop (HSEEP) Discussion based full day - Up to 100 participants	\$23,800



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If necessary, OEMC anticipated the following quantities of the below line items over the twenty-four (24) month extended contract term with the calculated and itemized amounts.

Quantity	Service Line Item	Unit Price	Line-Item Total
2	COOPChicago.com Annual Software Subscription Renewal - BOLDdna: Updated version of software	\$31,500 per year	\$63,000
4	On-Site COOP Training – Half-Day Format	\$2,300 per Session	\$9,200
4	Remote COOP Training – Half-Day Format	\$1,500 per Session	\$6,000
9	Remote COOP Training – 90 Minute Format	\$730 per Session	\$6,570
87	COOP Plan Review	\$250 per Review	\$21,750
16	COOP One-on-One Consulting	\$175 per Session	\$5,950
2	COOP Program Package-Remote	\$3,000 per Package	\$2,800
160	COOP Project Management, Data Management and Consulting	\$175 per Hour	\$28,000
1	COOP Tabletop (HSEEP) Discussion based full day - Up to 100 participants	\$23,800 per exercise	\$23,800
	Extended Contract Maximum Total		\$167,070



 Craig Hukes, CFO

11/19/2021

 Date

CONTRACT INSURANCE REQUIREMENTS

The Office of Public Safety Administration
Continuity of Operations Planning (COOP) Software, Maintenance and Support Services
BOLDplanning, Inc.

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

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

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

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, 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 must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, the Consultant must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the city sites including loading and unloading. The City is to be added as an additional insureds on a primary, non-contributory basis. Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Error and Omission//Professional Liability

When any system technicians, cyber engineers, program/project managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

6) Cyber Liability

Cyber Liability must be maintained with limits of not less than \$10,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of the Consultant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be emended and not be applicable to the City.

7) Property

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



BOLDINC-01

ATIDWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2021

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

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

PRODUCER
Zander Insurance Agency
6213 Charlotte Pike
Nashville, TN 37209

CONTACT NAME: Alicia Tidwell
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: atidwell@zanderins.com

INSURER(S) AFFORDING COVERAGE **NAIC #**

INSURER A: TRAVELERS Property Casualty Insurance Company **36161**

INSURER B: Beazley Insurance Company **37540**

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

BOLDplanning Inc.
480 Duke Drive STE 130
Franklin, TN 37067

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	I6800R07816A	5/17/2021	5/17/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY		I6800R07816A	5/17/2021	5/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS X NON-OWNED AUTOS ONLY					
A X	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 5,000		CUP0R078183	5/17/2021	5/17/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB0R078171	5/17/2021	5/17/2022	X PER STATUTE 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	Cyber		V15TQ6201301	6/6/2021	6/6/2022	cyber 1,500,000
B	E&O		V15TQ6201301	6/6/2021	6/6/2022	professional liab 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Chicago is listed as additional insured in regards to the General Liability as required by written contract.

CERTIFICATE HOLDER

City of Chicago
Office of the City Controller
121 N. LaSalle St. Room 700
Chicago, IL 60602

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

Alicia Tidwell



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 163873
Certificate Printed on: 07/23/2021

Date of This Filing: 07/22/2021 09:25 AM
Original Filing Date: 06/22/2021 11:49 AM

Disclosing Party: BOLDplanning, Inc.
Filed by: Windy Stroop-Menshouse

Title: Office Manager

Matter: Continuity of Operation Planning
(COOP) Software, Maintenance and Support
Services

Applicant: BOLDplanning, Inc.

Specification #: 1226651

Contract #:

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

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



CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

TO: Monica Jimenez, Acting Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: Anastasia M. Walker, Executive Director
THE OFFICE OF PUBLIC SAFETY ADMINISTRATION (PSA)

DATE: August 30, 2021

SUBJECT: **Goal Concurrence for New NCRB Sole Source Contract Request**
BOLDplanning, Inc.
Continuity of Operations Planning (COOP) Software, Maintenance and Support Services
Requisition: 409180 Specification: 1226651

The Office of Public Safety Administration (PSA) is respectfully submitting the attached request to the Non-Competitive Review Board (NCRB) for "**Continuity of Operations Planning (COOP) Software, Maintenance and Support Services**". The PSA is requesting the NCRB to review and approve a new contract for the development and maintenance of Continuity of Operations Planning (COOP) Software with BOLDplanning, Inc.

BOLDplanning, Inc. was able to meet the Minority Business Enterprise (MBE) Goal of 25%. BOLDplanning, Inc. has submitted a letter of justification regarding the compliance plan. BOLDplanning, Inc. has committed to a Minority Business Compliance Goal of 25% MBE. BOLDplanning, Inc. requested a waiver of 5% WBE.

In conclusion, PSA is requesting that 25% MBE goal be considered for the contract. Their WBE contractor has dissolved.

If you should have any questions, please contact Lylianis Gonzalez, Contract Coordinator at (312)745-5640 or lylianis.gonzalez@cityofchicago.org. Thank you for your assistance.

cc: Frank Lindbloom, PSA 
Erik Colon, PSA
Natalie Gutierrez, PSA
Kevin Pater, PSA
Adriana Sanabria, OEMC

Enclosure(s)



480 Duke Drive; Suite 130
Franklin, TN 37067
(615) 469-5558
www.BOLDplanning.com

August 2, 2021

City of Chicago Office of Public Safety Administration
Contracts Coordinator
3510 S Michigan Ave.
Chicago, IL 60653

RE: Letter of Justification Regarding MBE/WBE Compliance Plan
Matter: Continuity of Operations Planning (COOP) Software Development and
Maintenance

In accordance with Section 2-92-420 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, certifying 25% of the annual dollar value of contracts to certified MBEs and 5% of annual dollar valued of all contracts to certified WBEs, BOLDplanning, Inc would like to extend a formal request to have the 5% of WBEs committed portion waived from the contact for software and services provided to the City of Chicago's Office of Emergency Management and BOLDplanning, Inc.

BOLDplanning has demonstrated a Good Faith Effort to extend this percentage of the contract to a WBE owned business to provide consulting services in relation to the Area of Specialty or Emergency Planning Consulting in the City of Chicago and Cook County region. BOLDplanning was unable to find a qualified WBE consultant to fulfill this obligation that is required per contractual agreement between BOLDplanning and the City of Chicago's OEM to meet the requirements listed under the Scope of Work (SOW) listed in the contract.

Historically, we have used a WBE contractor, however, this contractor has since retired from the industry. There are only two contractors in the area that fulfill the WBE requirement on the WBE directory. One of them we are using as a MBE at this time, and the other contractor is not certified in our Area of Specialty to meet the SOW requirements for the City of Chicago.

BOLDplanning, Inc would like to formally request an exception to this compliance agreement related to the 5% WBE based on this limitation of resources and would like credit to be given for this portion of compliance agreement listed under Section 2-92-420 of the Municipal Code of Chicago.

Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Wold', written in a cursive style.

Fulton Wold

Owner/Founder

BOLDplanning, Inc.

615.469.5558: direct

admin@boldplanning.com: email



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

FOR
 NON-CONSTRUCTION
 PROJECTS ONLY

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

Project Name: Continuity of Operations Planning (COOP) Software, Maintenance and Support Services

Specification No.: 1225978 - 1224651 ^{11/9/2011}

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of BOLDplanning, Inc.
 (Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: B2B Strategic Solutions, Inc.
 Address: 150 N. Michigan Avenue, Suite 2800, Chicago, IL 60601
 Contact Person: Donna Bryant, President
 Phone Number: 312.368.1700
 Dollar Value of Participation \$ DUR
 Percentage of Participation % 12
 Mentor Protégé Agreement (attach executed copy): () Yes (✓) No Add'l Percentage Claimed:¹ %
 Total Participation % 12

2. Name of MBE/WBE: Catalyst Consulting Group, Inc.
 Address: 211 West Wacker Drive, Suite 450, Chicago, IL 60600
 Contact Person: Tim Smith, COO

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

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

Phone Number: 312.499.2200

Dollar Value of Participation \$ DUR

Percentage of Participation % 13

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

Total Participation % 13

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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 (%)
B2B Strategic Solutions, Inc	DUR	12
Catalyst Consulting Group, Inc.	DUR	13
Total Direct MBE Participation		

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:

Fulton Wold

615.469.5558

(Name- Please Print or Type)

(Phone)

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

None

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

BOLDplanning, Inc.

(Name of Prime Contractor - Print or Type)

State of: Tennessee

[Handwritten Signature]

(Signature)

County of: Williamson

Fulton Wold Owner/Founder

(Name/Title of Affiant - Print or Type)

August 2, 2021

(Date)

On this 2 day of AUGUST, 2021, the above signed officer FULTON WOLD
(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.

[Handwritten Signature]

(Notary Public Signature)



SEAL:

Commission Expires: JUNE 26, 2024



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

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

11/9/2021

Project Name: Continuity of Operations Planning (COOP) Software, Maintenance and Support Services Specification No.: 122597# 1226651

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

To: BOLDplanning, Inc. and the City of Chicago.
(Name of Prime Contractor)

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

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

Catalyst's participation will focus on technology such as Disaster Recovery planning and Business Continuity planning, and other services that might be requested by the City of Chicago over the duration of contract.

The above described performance is offered for the following price and described terms of payment:
Invoice monthly; payment terms net 30 days; hourly rates will vary between \$135 and \$150

Minimum 13% of MBE goals. AT 9/29/21

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: N/A - AT 9/29/2021

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.

Arvin Talwer 8/2/2021
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Arvin Talwer, Managing Principal and CEO
(Name/Title-Please Print)

arvin.talwer@catconsult.com, 312-499-2000
(Email & Phone Number)



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

April 21, 2021

Mr. Arvin K. Talwar, Managing Principal/CEO
Catalyst Consulting Group, Inc.
211 West Wacker Drive
Suite 450
Chicago, IL 60606

Re: Annual Certification Expires: April 21, 2022

Dear Mr. Talwar:

Congratulations on **Catalyst Consulting Group, Inc.**'s continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **April 21, 2026**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** 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 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:

**Professional Services - Technology: IT Consulting – Management & Methods Analysis;
Website Development; GIS Systems; and Business Process Re-Engineering**

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 performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/lar

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRE

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUIAR

16th District

SEAN M. MORRISON

17th District



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

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

Project Name: Continuity of Operations Planning (COOP) Software, Maintenance and Support Serv Specification No.: 1225978 122 6651 *7/9/2021*

From: B2B Strategic Solutions, Inc
(Name of MBE/WBE Firm)

To: BOLDplanning, Inc. and the City of Chicago.
(Name of Prime Contractor)

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

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

Consulting on emergency plans including training services. Services include assist and support facilitation of workshops and training sessions. will
Prime Vendor will provide direction regarding training objectives and deliverables. B2B will develop, design and deliver training modules as requested.

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

Invoice monthly; payment terms net 30 days; hourly rates will vary between \$130-\$150 \$140-\$160 dcb 9/30/2021

Minimum 12% of MBE goals - NCB 9/30/2021

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

SUB-SUBCONTRACTING LEVELS

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

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

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

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.
dcb 9/23/2021

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

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.

Donna C. Bryant

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

July 14, 2021

(Date)

Donna C. Bryant, President

(Name/Title-Please Print)

donna@b2ssi.com 312.368.1700

(Email & Phone Number)



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

January 7, 2021

Ms. Donna Bryant
President
B2B Strategic Solutions, Inc.
150 North Michigan Ave. Ste. 2800
Chicago, IL 60601

Re: Annual Certification Expires: February 14, 2022

Dear Ms. Bryant:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise and Women-owned Business Enterprise (MBE/WBE)** Cook County Government. This certification is valid until **February 14, 2025**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE/WBE** 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 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:

CONSULTING: MANAGEMENT CONSULTING, HIPAA & HITECH CONSULTING, EMERGENCY MANAGEMENT & PROFESSIONAL DEVELOPMENT; TECHNOLOGY: STAFF AUGMENTATION

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/ew

August 2, 2021

Contracts Negotiator
Public Safety Administration
City of Chicago
121 N. LaSalle Street, Room 806
Chicago, IL 60602

Dear Sir or Madam,

This is to inform you that GMS Consulting, Inc. is no longer taking on new clients or projects. The principal employees retired in 2020, and the company will be dissolved in 2021. If you require further information, I can be contacted at msgoldstein100@gmail.com or 773-320-3312.

Sincerely,

A handwritten signature in cursive script that reads "Margaret S. Goldstein". The signature is written in black ink and is positioned above the typed name and title.

Margaret S. Goldstein
President (retired)
GMS Consulting, Inc.
935 E. 49th St.
Chicago, IL 60615



Addendum 1

This Addendum #1 is executed this 29 August, 2019 ("Effective Date") under the Independent Contractor Agreement dated January 15, 2013 ("Contract") by and between BOLDplanning, Inc. ("BBPS"), a Tennessee corporation having its principal place of business at 4515 Harding Pike, Suite 325, Nashville, Tennessee 37205 and GMS Consulting, Inc. ("the Contractor"), incorporated herein by this reference.

GMS pricing will be \$150.00 per hour (billed in 15 minute increments) for the duration of the Agreement.

This Addendum serves as notice that the Agreement will be terminated BOLDplanning, Inc. on December 31, 2019.

IN WITNESS WHEREOF, the parties have executed Addendum #1 as of the Effective Date.

GMS Consulting, Inc.

By: Margaret S Goldstein

Name: Margaret S. Goldstein

Title: President

Date: August 28, 2019

BOLDplanning, Inc.

By: Rick Wimberly

Name: Rick Wimberly

Title: Chief Operating Officer

Date: August 28, 2019

DPS Compliance Unit

Lylianis Gonzalez <Lylianis.Gonzalez@cityofchicago.org>

Fri 9/10/2021 11:41 AM

To: Jacquelyn Charleston <Jacquelyn.Charleston@cityofchicago.org>; Judy Alverio <Judy.Alverio@cityofchicago.org>; Colleen Twohig <Colleen.Twohig@cityofchicago.org>

Cc: Colleen Twohig <Colleen.Twohig@cityofchicago.org>; Steve Loboda <Steve.Loboda@cityofchicago.org>; Kevin Pater <Kevin.Pater@cityofchicago.org>; Lisa Clark <Lisa.Clark@cityofchicago.org>; Natalie Gutierrez <Natalie.Gutierrez@cityofchicago.org>; Erik Colon <Erik.Colon@cityofchicago.org>; Adriana Sanabria <Adriana.Sanabria@cityofchicago.org>

 1 attachments (820 KB)

09.09.21_Compliance_Goal Concurrence Memo_BOLDplanning.pdf;

Per your request, the Memo and attachment are being sent to Jacquelyn Charleston.

Please let me know if any questions.

Thank you.

Lylianis González | Contracts Coordinator

Office of Public Safety Administration - 3rd Floor/Contracts Unit

CITY OF CHICAGO PUBLIC SAFETY HEADQUARTERS

3510 South Michigan Avenue., Chicago, IL 60653

Office 312-745-5640 | Mobile 773-638-9720 | Intercom 83080 | PAX 0592

lylianis.gonzalez@cityofchicago.org



This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.



Compliance Review Transmittal

VENDOR INFORMATION

Vendor Name: **BOLDplanning, Inc.**

PROJECT INFORMATION

Description: **Continuity of Operations Planning (COOP) Software, Maintenance & Support Services**

Specification #: **1225978** Award Amount: \$ _____ Bid Amount: **\$ 301,535.00**

Project Requirements: MBE/WBE DBE SBI Target Market EEO CRO PARR

Goal Type	Specification	Committed (Schedule D)	GFE/Waiver
MBE	25.00%	25.00%	%
WBE	5.00%	%	5.00%
DBE	%	%	%
SBI	%	%	%
Target Market	%	%	%

Funding Source: City of Chicago State Federal Other:

RECOMMENDATION

Compliance Plan Approved
 Compliance Plan Rejected
 Pending Legal Review

Comments:

See attached approved waiver letter.

Reviewed By: **Terrence Bray**

Date: **11/9/2021**

PARTIAL WAIVER REQUEST (WBE)

Vendor: BOLDplanning, Inc.
Project Description: Continuity of Operations Planning (COOP) Software, Maintenance and Support Services
Specification #: 1226651
Bid Amount: \$301,535.00

.....

Background

There is a current active contract 30365 for the "Continuity of Operations Planning Software, Maintenance and Support Services" project that is expected to expire 6/8/2022. However, the Office of Public Safety Administration ("PSA") submitted a NCRB request to review and approve a new contract for the "Continuity of Operations Planning Software, Maintenance and Support Services" project.

PSA selected BOLDplanning, Inc. to perform the annual software renewal and the Continuity of Operations (COOP) Software Development & Maintenance COOP-related services. The NCRB goals that were recommended are 25% MBE and 5% WBE.

Compliance Efforts

To give some background, currently on the active contract 30365 for the "Continuity of Operations Planning Software, Maintenance & Support Services," BOLDplanning was utilizing the WBE firm GMS Consulting, Inc. for "Emergency Management." However, as of this year GMS Consulting, Inc. dissolved, which left BOLDplanning without a WBE vendor.

According to the compliance plan submitted by BOLDplanning, Inc. ("BOLD") for the new "Continuity of Operations Planning Software, Maintenance and Support Services" contract they are able to fulfill the 25.00% MBE contract goal, however they are unable to meet the 5% WBE contract goal, due to the lack of qualified WBE firms in the area of specialty for "Emergency Management." BOLD demonstrated their Good Faith Efforts by searching for potential WBE firms in the Chicago Certified Firm Directory as well as reaching out to various Assist Agencies. They searched the Chicago Certified Firm Directory using the search word, "Emergency Management." The results from the directory were 2 vendors that are certified in "Management Consulting Services" and "Emergency and Other Relief Services." One of the WBE vendors, B2B Strategic Solutions, Inc. is dually certified as MBE & WBE, but BOLD already will be utilizing B2B Strategic Solutions as their MBE on this project. The other WBE vendor, A Secure Foundation, LLC is certified in the area of specialty of "Emergency and Relief services," but when BOLD vetted them further, they found out that A Secure Foundation, LLC does not provide the Emergency Management services that will be needed for this contract. BOLD also contacted Assist Agencies via emails in search of qualified WBE firms to possibly utilize. However, according to the Assist Agency responses, none of them found any possible vendors to perform "Emergency Management." Due to the nature of work for this project; BOLD was unable to find a qualified WBE firm to fulfill the 5% WBE goal. Therefore, they are requesting a WBE waiver of 5%.

Recommendation

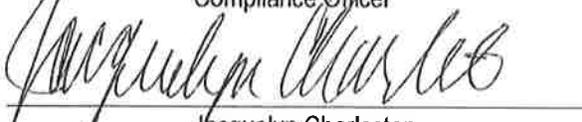
Good Faith Efforts have been demonstrated and documented by BOLD by the submission of a compliance plan (Schedule D), and their efforts in searching the directory and reaching out to the Assist Agencies to locate a qualified WBE firm. Therefore, I recommend that a full 5% WBE waiver be granted.

Approve:
 Disapprove:


Terrence Bray
Compliance Officer

11/5/21
Date

Approve:
 Disapprove:


Jacquelyn Charleston
Deputy Procurement Officer

11-5-2021
Date

Approve:
 Disapprove:


Aileen Velazquez
Chief Procurement Officer

11/9/2021
Date



480 Duke Drive; Suite 130
Franklin, TN 37067
(615) 469-5558
www.BOLDplanning.com

October 26, 2021

City of Chicago Office of Public Safety Administration
Contracts Coordinator
3510 S Michigan Ave.
Chicago, IL 60653

RE: Vendor Change of Ownership

To Whom it May Concern,

On September 20, 2021, Preparis, Inc. ("Preparis"), a subsidiary of Agility Recovery Solutions, Inc. ("Agility"), completed a transaction whereby Preparis purchased all the outstanding stock of BOLDplanning, Inc. pursuant to a stock purchase agreement. This acquisition combined Agility's 33 years of commercial and professional expertise with BOLDplanning's 16 years of public sector experience, top-tier consultants, and a robust software platform. BOLDplanning brings vast experience with the public sector to Agility, working in 39 states across the country with state, county & city government. This relationship will enable Agility to broaden our reach within the government space and allow BOLDplanning to grow with the use of a larger company's resources. These resources will allow BOLDplanning to further expand our current software platform as well as developing new and more interventive platforms that will serve our customers in a more dynamic way.

BOLDplanning is a market leader for Emergency Operations Planning (EOP), Continuity of Operations Planning (COOP)/Continuity of Government (COG) and Hazard Mitigation Planning (HMP) in the government space. We will continue to operate as a separate entity under the BOLDplanning name as a subsidiary of Agility, providing the same resources and expertise as in the past. The City of Chicago will not see a change in the current system that we provide, nor will you see any differences in the services you have come to expect (consulting, account management and customer support). BOLDplanning will operate under the same tax ID number.

Moving forward, the only change our customers will see are the names of our leadership and perhaps growth in our market share. Below, you will note the organizational hierarchy for the City of Chicago and BOLDplanning:

- Jon Bahl, CEO
- Craig Huke, CFO (signer on all contracts)
- Lorin Bristow, Vice President of Business Development-Government
- Karla O'Grady, Account Executive – Government

BOLDplanning currently has a large footprint in large metropolitan cities with populations over 500k. Here are some examples of city customers we currently work with for continuity of operations planning:

- Phoenix, AZ
- Atlanta, GA
- Portland, OR
- Colorado Springs, CO
- Charlotte, NC
- Las Vegas, NV

We are excited to continue our work with the City of Chicago and hope that we have provided you with all the information you are looking for concerning your future relationship with BOLDplanning.

Sincerely,



Craig Huke,

Chief Financial Officer

BOLDplanning, Inc., Agility Recovery Solutions, Inc., and Preparis, Inc.

November 11, 2021

VIA EMAIL

Lisa Clark
Contracts Negotiator
Public Safety Administration
121 N. LaSalle Street, Room 806
Chicago, IL 60602

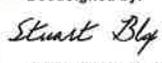
Re: xx

Dear Ms. Clark:

I write regarding the Agility Recovery Solutions Holdings, Inc. (“Agility”) insurance program. As a wholly-owned subsidiary of Agility, BOLDplanning, Inc. (“BOLD”) is a covered entity under the program, the limits of which are outlined in the certificate of insurance provided previously and included with this letter.

Please note that these limits were calculated in conjunction with Agility’s broker, Marsh McLennan, and our underwriters at the Hartford. Based on the advice of our insurance partners, Agility believes that the limits described are consistent with the standards of the industry and the businesses in which we engage. To the extent these limits are insufficient for your requirements, Agility would request a waiver of such limits for your contract with BOLD.

Yours sincerely,

DocuSigned by:

14F53C0F0F464C3...

Stuart Bloj
General Counsel and Corporate Secretary

cc: Craig Huke, Chief Financial Officer
Karla O’Grady, Regional Director

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BOLDplanning, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check **only one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
480 Duke Drive, Ste 130

6 City, state, and ZIP code
Franklin, TN 37067

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-			-				
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or

Employer identification number

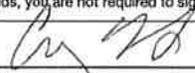
2	0	-	4	2	7	8	5	0	4
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 9/30/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Chicago

Debt Check Portal

DEBT CHECK RESULTS

The Department of Finance has completed your debt check. Please see the STATUS field below to see if your application has been approved or denied. If your application was denied, a summary of the debt identified is provided below. Please refer to the corresponding email for additional debt details, payment options and other important information.

This document was printed on: Jul 12, 2021

APPLICANT INFO

Debt check ID: 4605

1. Business Details

Legal Name: BOLDPLANNING, INC.

DBA: BOLDPLANNING, INC.

FEIN Number: 20-4278504

Street Number: 480 DUKE DR

Apt/Suite/Floor: 130

City: FRANKLIN

State: TN

Zip: 37067

Individual Details

First Name: FULTON

Last Name: WOLD

Resided at current address for 10 or more years: YES

Ownership %: 100

Address: 4515 HARDING PIKE

Apt/Suite/Floor: 325

City: NASHVILLE

State: TN

Zip: 37205

Phone Number: 615-469-5558

Last 4 SS: 0000

Driver's License State.: IL

Driver's License No.: D11111111111

STATUS

STATUS

APPROVED

APPROVAL DATE/TIME

7/12/2021 14:15:08.402

DEBT IDENTIFIED

Debt Type

Debt Amount Identified Total

7/12/2021

TOTAL DEBT IDENTIFIED	\$0.00
------------------------------	---------------

DEBT COLLECTED

Debt Type	Debt Amount Collected Total	Payment Plan
TOTAL DEBT COLLECTED	\$0.00	

Re: New Sole Source Request

Windy Stroop <windy@boldplanning.com>

Fri 9/3/2021 10:46 AM

To: Lisa Clark <Lisa.Clark@cityofchicago.org>; Karla O'Grady <karla@boldplanning.com>

Cc: Lylianis Gonzalez <Lylianis.Gonzalez@cityofchicago.org>; Kevin Pater <Kevin.Pater@cityofchicago.org>; Adriana Sanabria <Adriana.Sanabria@cityofchicago.org>; Tina Chronis <Tina.Chronis@cityofchicago.org>

[Warning: External email]

Good day!

BOLDplanning is in receipt of the City of Chicago's Term and Conditions as of September 3, 2021



NOW YOU'RE READY.
Be Prepared. Be **BOLD**.

Windy Stroop
Chief of Staff

615.469.5558 : Office

615.823.2637 : Mobile

windy@boldplanning.com

boldplanning.com



''

On Fri, Sep 3, 2021 at 10:37 AM Lisa Clark <Lisa.Clark@cityofchicago.org> wrote:

Correction: Please just state you have received the standard terms and conditions.

Lisa Clark

Contracts Negotiator

Public Safety Administration

121 N. LaSalle Street, Room 806

Chicago, IL 60602

312-744-2771

lisa.clark@cityofchicago.org

From: Lisa Clark

Sent: Friday, September 3, 2021 10:19 AM

To: Windy Stroop <windy@boldplanning.com>

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
ERP OBLIGATION SHEET**

FY: 2019 Internal Order No. 100417

Contractor: City of Chicago Appropriation: 710-55840-1900-0200

Name: Alicia Tate-Nadeau Contract Number: 18UASICHGO

Address: 1411 West Madison Street, Chicago, IL
60607-1809 DOC Code: 4479 4490

Phone: 312/746-9434 Product Category: 95000

Cost Center: 588-40-40-200 Total Cost for Contract: \$41,410,104.73

FEIN or S.S. NO. 36-6005820 Total Cost for FY: _____

Start Date: October 1, 2018 Expiration: July 1, 2020

Contract Justification

This grant is being provided from funds from the Federal Emergency Management Agency (FEMA), Federal Fiscal Year 2018 Homeland Security Grant Program (HSGP), CFDA 97.067.

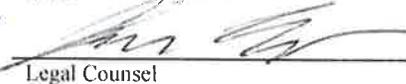
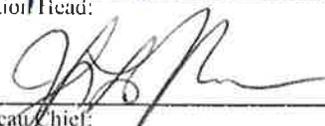
The Grantee will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Grantee's FFY 2018 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs the prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Deliverables

Invoices for expenses incurred by this organization.

1. Is contract subject to bidding requirements: n/a
2. If subject to bidding requirement, was contract awarded to the low bidder? If no, explain: n/a
3. Who is Contract Manager: Bob Evans

Approvals-(Refer To Contract Management Guide)

Originator		(Date)		Chief Financial Officer	(Date)
		<u>10-22-18</u>			<u>10/22/18</u>
Section Head:		(Date)		Legal Counsel	(Date)
		<u>10/22/18</u>			<u>10/25/18</u>
Bureau Chief:		(Date)			
		<u>10/22/18</u>			

INTERGOVERNMENTAL AGREEMENT



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

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Grantee), with its principal office at 1411 West Madison Street, Chicago, Illinois 60607-1209, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$ 41,410,104.73, of which \$41,410,104.73 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is EMW-2018-SS-00020, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is September 12, 2018. The Catalog of Federal Domestic Assistance (CFDA) Name is Homeland Security Grant Program and Number is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.

1.4. Term. This Agreement shall be effective on October 1, 2018, and shall expire on July 31, 2021, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: 
William P. Robertson, Acting Director

By: 
Alicia Tate-Nadeau, Executive Director

Date: 25 Oct 18

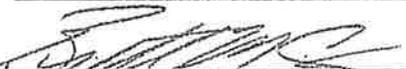
Date: 10/25/18

By: 
Jennifer L. Johnson, General Counsel

By: N/A
Signature of Designee

Date: 10/25/18

Printed Name: _____

By: 
Brett Cox, Chief Fiscal Officer

Printed Title: _____

Date: 10/25/18

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: 
William P. Robertson, Acting Director

By: 
Alicia Tate-Nadeau, Executive Director

Date: 25 Oct 18

Date: 10/25/18

By: 
Jennifer L. Johnson, General Counsel

By: N/A
Signature of Designee

Date: 10/25/18

Printed Name: _____

By: 
Brett Cox, Chief Fiscal Officer

Printed Title: _____

Date: 10/25/18

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (i)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO, PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Government-wide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.307.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the

time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of

the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM

regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,

upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

- (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to

Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used

in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.457) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State

Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART

TWO and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2018 Homeland Security Grant Program (HSGP). The purpose of the FFY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2018 Attachment A.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

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 Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$41,410,104.73.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Jenifer L. Johnson
Title: General Counsel
Address: 2300 South Dirksen
Springfield, IL 62703
Phone: 217/557-4831
E-mail Address: Jenifer.L.Johnson@illinois.gov

GRANTEE CONTACT

Name: Natalie Gutierrez
Title: Deputy Director of Grants
Address: 1411 West Madison Street
Chicago, IL 60607-1809
Phone: 312/746-9434
E-mail Address: Natalie.Gutierrez@cityofchicago.org

EXHIBIT E

PERFORMANCE MEASURES

The Grantee 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 Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G
SPECIFIC CONDITIONS

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
13. To comply with the insurance provisions of Part I, Article XXIV, the Grantee may self-insure in accordance with Illinois law.
14. A programmatic hold is placed on Investment 4, the Chicago Fusion Center investment, until FEMA approves the Fusion Center Addendum submitted by the Grantee through the Grantor and the hold is released in writing by the Grantor. Until the hold is released, the Grantee is prohibited from obligating or expending funds for Investment 4. The hold may be released by the Grantor via email notification to the Grantee.
15. An additional programmatic hold is placed on Investments 1 – 7 until the Grantee submits and the Grantor approves Attachment As for all investments. Until the Grantor releases the hold, the Grantee is prohibited from obligating or expending funds for Investments 1 – 7. The hold may be released by the Grantor via email notification to the Grantee.

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
ERP OBLIGATION SHEET**

FY: 2019 Internal Order No. 100417

Contractor: City of Chicago Appropriation: 710-55840-1900-0200

Name: Alicia Tate-Nadeau Contract Number: 18UASICHGO

Address: 1411 West Madison Street, Chicago, IL
60607-1809 DOC Code: 4475 4470

Phone: 312/746-9434 Product Category: 95000

Cost Center: 588-40-40-200 Total Cost for Contract: \$41,410,104.73

FEIN or S.S. NO. 36-6005820 Total Cost for FY: _____

Start Date: October 1, 2018 Expiration: July 1, 2020

Contract Justification

This grant is being provided from funds from the Federal Emergency Management Agency (FEMA), Federal Fiscal Year 2018 Homeland Security Grant Program (HSGP), CFDA 97.067.

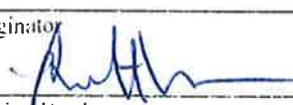
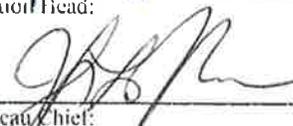
The Grantee will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Grantee's FFY 2018 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs the prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Deliverables

Invoices for expenses incurred by this organization.

1. Is contract subject to bidding requirements: n/a
2. If subject to bidding requirement, was contract awarded to the low bidder? If no, explain: n/a
3. Who is Contract Manager: Bob Evans

Approvals-(Refer To Contract Management Guide)

Originator		(Date)		Chief Financial Officer	(Date)
		<u>10-22-18</u>			<u>10/22/18</u>
Section Head:		(Date)		Legal Counsel	(Date)
		<u>10/22/18</u>			<u>10/25/18</u>
Bureau Chief:		(Date)			

INTERGOVERNMENTAL AGREEMENT



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

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Grantee), with its principal office at 1411 West Madison Street, Chicago, Illinois 60607-1209, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$ 41,410,104.73, of which \$41,410,104.73 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is EMW-2018-SS-00020, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is September 12, 2018. The Catalog of Federal Domestic Assistance (CFDA) Name is Homeland Security Grant Program and Number is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-00-0455.

1.4. Term. This Agreement shall be effective on October 1, 2018, and shall expire on July 31, 2021, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: 
William P. Robertson, Acting Director

By: 
Alicia Tate-Nadeau, Executive Director

Date: 25 Oct 18

Date: 10/25/18

By: 
Jennifer L. Johnson, General Counsel

By: N/A
Signature of Designee

Date: 10/25/18

Printed Name: _____

By: 
Brett Cox, Chief Fiscal Officer

Printed Title: _____

Date: 10/25/18

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: William P. Robertson
William P. Robertson, Acting Director

By: Alicia Tate-Nadeau
Alicia Tate-Nadeau, Executive Director

Date: 25 Oct 18

Date: 10/25/18

By: Jennifer L. Johnson
Jennifer L. Johnson, General Counsel

By: N/A
Signature of Designee

Date: 10/25/18

Printed Name: _____

By: Brett Cox
Brett Cox, Chief Fiscal Officer

Printed Title: _____

Date: 10/25/18

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XV:III.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO, PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Government-wide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the

time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of

the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM

regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,

upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

- (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to

Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used

in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.457) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State

Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART**

TWO and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2018 Homeland Security Grant Program (HSGP). The purpose of the FFY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2018 Attachment A.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

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 Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$41,410,104.73.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Jenifer L. Johnson
Title: General Counsel
Address: 2300 South Dirksen
Springfield, IL 62703
Phone: 217/557-4831
E-mail Address: Jenifer.L.Johnson@illinois.gov

GRANTEE CONTACT

Name: Natalie Gutierrez
Title: Deputy Director of Grants
Address: 1411 West Madison Street
Chicago, IL 60607-1809
Phone: 312/746-9434
E-mail Address: Natalie.Gutierrez@cityofchicago.org

EXHIBIT E

PERFORMANCE MEASURES

The Grantee 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 Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT G
SPECIFIC CONDITIONS**

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
13. To comply with the insurance provisions of Part I, Article XXIV, the Grantee may self-insure in accordance with Illinois law.
14. A programmatic hold is placed on Investment 4, the Chicago Fusion Center investment, until FEMA approves the Fusion Center Addendum submitted by the Grantee through the Grantor and the hold is released in writing by the Grantor. Until the hold is released, the Grantee is prohibited from obligating or expending funds for Investment 4. The hold may be released by the Grantor via email notification to the Grantee.
15. An additional programmatic hold is placed on Investments 1 – 7 until the Grantee submits and the Grantor approves Attachment As for all investments. Until the Grantor releases the hold, the Grantee is prohibited from obligating or expending funds for Investments 1 – 7. The hold may be released by the Grantor via email notification to the Grantee.

INTERGOVERNMENTAL AGREEMENT



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

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and City of Chicago (Grantee), with its principal office at 1411 West Madison Street, Chicago, Illinois 60607-1809, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$41,511,363.09, of which \$41,511,363.09 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is EMW-2019-SS-00003-S01, the Federal awarding agency is the United States Department of Homeland Security, and the Federal Award date is, September 1, 2019. The Catalog of Federal Domestic Assistance (CFDA) Name is Homeland Security Grant Program and Number is 97.067. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0455.

1.4. Term. This Agreement shall be effective on October 1, 2019, and shall expire on July 1, 2021, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: _____
Alicia Tate-Nadeau, Acting Director

By: Richard Guidice
Richard Guidice, Executive Director

Date: _____

Date: 5-20-20

By: _____
Eric Lohrenz, Chief Legal Counsel

Printed Name: Richard Guidice

Date: _____

Printed Title: Executive Director

By: _____
Brett Cox, Chief Fiscal Officer

Date: _____

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

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

ILLINOIS EMERGENCY MANAGEMENT AGENCY

City of Chicago

By: _____
Alicia Tate-Nadeau, Acting Director

By: _____
Richard Guidice, Executive Director

Date: _____

Date: _____

By: _____
Eric Lohrenz, Chief Legal Counsel

Printed Name: _____

Date: _____

Printed Title: _____

By: _____
Brett Cox, Chief Fiscal Officer

Date: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305 (b) (9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440 (b) (2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the

estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee or Sub-Grantee must contain the following certification by an official authorized to legally bind the Grantee of Sub-Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812); (30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308; 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs State/Local Government-wide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520. Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that

this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on

behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General,

any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.430(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328 and 44 Ill. Admin. Code 7000.430(b)(2) . Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343. 44 Ill. Admin. Code 7000.430(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit report packet and all required submissions must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall

have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that require that all sub-grantees adhere to the terms of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action

or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,

transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

22.4 Equipment instructions. Grantee must obtain disposition instructions from Grantor when equipment purchased in whole or in part with Grant Funds are no longer needed for their original purpose. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which

either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2019 Homeland Security Grant Program (HSGP). The purpose of the FFY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The Grantee will utilize the HSGP grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2019 Attachment A.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved Budget Detail Worksheet and Project Implementation Worksheet.

The Budget Detail Worksheet in Attachment A outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that specifically listed in the Budget Detail Worksheet. If the Grantee has included personnel expenses in its Budget Detail Worksheet, the Grantee is prohibited from incurring any costs for such personnel expenses until the Grantor provides written approval to the Grantee that DHS FEMA GPD has waived grant limitations on personnel costs.

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 Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

EXHIBIT C

PAYMENT

The Grantee's total compensation and reimbursement shall not exceed the sum of \$41,511,363.09.

The Grantee must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to the Grantor in accordance with the Grantor's policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Bob P. Evans

Title: Grant Program Manager

Address: 2300 South Dirksen Parkway, Springfield, IL

Phone: 217/557-4788

E-mail Address: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Natalie Gutierrez

Title: Deputy Director of Grants

Address: 1411 West Madison Street, Springfield, IL

Phone: 312/746-9434

E-mail Address: Natalie.Gutierrez@cityofchicago.org

EXHIBIT E

PERFORMANCE MEASURES

The Grantee 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 Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, and Project Implementation Worksheet to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G
SPECIFIC CONDITIONS

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly-available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.