



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 (PSA)	Kevin Pater	312-745-3710	May 1, 2024	
Contract Liaison	Email Contract Liaison	Telephone		
Kevin Pater	kevin.pater@cityofchicago.org	312-745-3710		

List Name of NCRB Attendees/Department

Kevin Pater, PSA	Lisa Clark, PSA
William Ramey, PSA	
Anne Davis, PSA	
Daniel Casey, PSA	

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

Company: Peraton, Inc.

Contact Person:	Phone:	Email:
Dwain Saulsberry	312-948-3826	dwain.saulsberry@peraton.com

Project Description: Modification to PO 55127 with Peraton: "Altaris Gold Computer Aided Dispatch (CAD) System Maintenance."

This is a request for:

☐ New Contract

☒ Amendment / Modification

Contract Type

Type of Modification

☐ Blanket Agreement Term: ____ (# of mo)
☐ Standard Agreement

☒ Time Extension ☒ Vendor Limit Increase ☐ Scope Change
Contract Number: 170495
Specification Number: 206684
Modification Number: _____

Department Request Approval DEPARTMENT HEAD OR DESIGNEE <u>ANASTASIA WALKER</u> PRINT NAME DATE: <u>5-1-2024</u>	Recommended Approval BOARD CHAIRPERSON <u>Steven M. Loboda</u> PRINT NAME DATE: <u>6/11/2024</u>
---	---

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____
Return to Department/Date: _____
Rejected/Date: _____

☒ Approved ☐ Rejected

CHIEF PROCUREMENT OFFICER

6/11/24
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. Peraton, Inc. (formerly Northrop Grumman Systems Corporation, Northrop Grumman Information Technology, which was formerly PRC Public Sector, Inc.) has been responsible for furnishing the hardware and developing certain proprietary computer software and related system integration and maintenance for the CAD system for the City's 9-1-1 System since September 1995. The original Agreement (dated April 22, 1993) was between the City and Fluor Daniel, Illinois, Inc. which was acquired by PRC. The Altaris software is at the core of the CAD System's functionality, and was proprietary to PRC. PRC was acquired by Northrop Grumman, which provided proprietary rights to the Altaris software. A transfer agreement was signed on August 10, 2021 consenting to the transfer of Northrop Grumman Systems Corporation PO 55127 to Peraton, Inc. PO 170495.

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

Contract 13270 was executed with approval from the Non-Competitive Review Board (NCRB) in October, 2006. The contract's number was revised in 2016 to PO 28821 due to a name change from Northrop Grumman Inc. to Northrop Grumman Systems Corporation in October of 2013. Transfer PO 28821 expired October 18, 2017.

The OEMC received approval for a new contract, for continuation of the services on PO 28821, in October 2016 under PO 55127. PO 55127 (transfer agreement PO 170495) had a 2 year base term with the option to extend for an additional one (1) year. The current end date of PO 55127 (transfer agreement PO 170495) is October 31, 2024.

The Office of Public Safety Administration (PSA) which includes the OEMC is requesting a two (2) year unscheduled contract amendment to extend PO 170495 for up to two (2) years and add \$12,067,767.46 to the contract. This will allow for continuation of services until the new CAD system is implemented, operational, and accepted under PO 117722. On December 31, 2019, the OEMC successfully completed a contract signing/agreement with Tritech Software Systems. Tritech has spent the last 4 years implementing, training and testing the new CAD system. PSA is hoping that the system will be ready to Go Live in 2025.

2. No, this is a continuation of services on PO 170495. This contract expires October 31, 2024.

3. Prior to the recent Request for Proposal, the competitive bid process has not been attempted in the last 20 years because of the complexity of this technology platform and during the contract development, no other vendor could provide the platform that the OEMC required. The current CAD system manages the City's 9-1-1 calls and operations, and a full system changeout could cause system failure. It is imperative to maintain the current system, with no downtime, while any system is changed over. Continuation of PO 170495 while the new CAD system is implemented, fully operational, and accepted will allow the OEMC for continuity of operations.

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

This comprehensive assessment provided the OEMC with the foundation needed to develop a Request for Proposal (RFP). The RFP was released to the public in 2016. After releasing and subsequently selecting a vendor, Tritech Software Systems was awarded the City's CAD contract PO117722. However, the newly awarded CAD provider will



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

not be able to provide CAD services until at least 2025. Thus, there is too much risk with letting the services lapse. At this time, OEMC MUST maintain continuity of operations for the CAD 9-1-1 system. Otherwise, there will be no means to dispatch First Responders to a location in the event of an emergency. A downed system could result in severe injury or death, which would have catastrophic repercussions for the City.

5. The current request is to extend PO 170495 for up to two (2) years and add \$12,067,767.46 to the contract. This will allow time to fully implement and accept the new CAD system without any downtime. Peraton, Inc. expertise is currently integral to the City of Chicago's public safety system.

6. A contract to replace this one has been awarded on 12/31/2019, with Tritech Software Systems, PO 117722.

☐ **ESTIMATED COST**

1. The vendor limit increase for this Sole source is \$12,067,767.46. The funding will be from Corporate dollars. Funding line 024-0353-0514200-0138-220138.

2. The estimated cost for the first year is \$6,106,169.30. The estimated cost for second year \$5,961,598.16.

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

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

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

4. Network costs - The current CAD network is completely separated from any other City networks by design. This network was designed by and is maintained by Peraton, with secure interfaces to many other needed applications such as Hot Desk, Safetypad, etc. The OEMC will use Peraton to maintain a platform that is already in place, so cost increases will be based on the increased cost of labor and equipment. However, changing to a new system under a different vendor would be very costly in the short term.

Additional training costs - The 9-1-1 Operations Floor, as well as Chicago Police Department and Chicago Fire Department end users, have used the current Peraton CAD for over 20 years. While some re-training would be necessary, a full blown training is not needed since the new contract maintains existing services. Additional training could potentially be needed for the added mobile maintenance.

Interoperability costs (eg - cameras, LEADS, HotDesk) - Peraton has already built interfaces into a number of systems used every day by CAD end users. That interoperability will automatically be included going forward with the new contract, since it maintains existing services. Any such interoperability would have to be analyzed, designed, and implemented for a completely new CAD system by a new vendor.

Knowledge of OEMC processes and history - Because of Peraton's history with the City of Chicago and 9-1-1 operations here, they have infinitely more knowledge surrounding our day to day procedures than any new vendor could provide. This knowledge is essential in understanding the needs of the city, specifically in terms of 9-1-1 response.

5. In addition to the short-term savings outlined above, the costs for maintaining the current system are less than a new system. The current CAD contract expires in October 31, 2024. With any other 3rd party solution, the City would be forced to pay to keep the current system running for the entirety of the implementation of a new system, while also paying for the new system. That alone will save the City nearly \$5 million each year.



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

☐ **SCHEDULE REQUIREMENTS**

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

The current contract with Peraton is set to expire in October 31, 2024. The OEMC's request offers a short term solution to maintain operations without excessive costs. The same reliable network would be maintained, as well as the current storage and data warehousing.

2. No, lack of drawing and/or specifications is not a constraining factor to competitive bidding.

3. Under this extension, the City will maintain current level of performance with no interruption in service. The OEMC is requesting to extend PO 170495 for up to two (2) years.

4. With a system the size of the CAD, the competitive bid process (RFP) was quite lengthy, and the newly awarded contract will not be in place by October 31, 2024. In addition, know although a new vendor has been selected, the implementation process to the new system will be an enormous task to undertake. Data migration must be considered, as well as complete re-training, network costs, and other factors that could negatively affect the CAD system. This could result in a very complicated system for our users. Any system failure would negatively impact public safety.

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

☐ **EXCLUSIVE OR UNIQUE CAPABILITY**

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

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

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

4. This does not apply.

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

6. The OEMC is procuring maintenance services for this contract. The current system, Altaris@Gold CAD, will have



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

continuous maintenance during this contract.

7. This does not apply.

8. This does not apply.

☐ OTHER

This does not apply



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: 05/01/2024

Department Name:
Public Safety Administration

Requisition No: 596117
Specification No: 206684

PO No: 170495
Modification No:

Contract Liaison:
Yolanda Hopkins

Telephone:
(312) 745-5956

Email: yolanda.hopkins@cityofchicago.org

Project / Program Manager:
Kevin Pater

Telephone:
(312) 745-3710

Email: kevin.pater@cityofchicago.org

Check One:

☐ New Contract Request

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

*Project / Program Manager Signature

*Commissioner/Authorized Designee Signature

Purchase Order Information:

Contract Term (No. of Months):

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: ☐ Yes ☐ No

☐ Mandatory ☐ Site Visit

☒ Modification or Amendment

Modification Information:

PO Start Date: 11/01/2017

PO End Date: 10/31/2026

Amount (Increase/Reduction): \$12,067,767.46

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

☐ Full Compliance ☒ Contract Specific Goals
☐ No Stated Goals ☐ Waiver Request

☐ Risk Management / EDS / IDOT

Insurance Requirements (included) ☒ Yes ☐ No

EDS Certification of Filing (included) ☒ Yes ☐ No

IDOT Concurrence (required) ☐ Yes ☒ No

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

Note:

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

Contract Liaison Signature

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

Project Title: Altaris Gold Computer Aided Dispatch (CAD) System Maintenance

Project Description: Non-Competitive Review Board (NCRB) Sole Source Contract Modification to PO 170495 for a two (2) year time extension and vendor limit increase in the amount of \$12,067,767.46

Funding:

☒ Corporate ☐ Bond ☐ Enterprise ☐ Grant ☐ Other:

☐ IDOT/Transit ☐ IDOT/Highway ☐ FHWA ☐ FTA ☐ FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
024	0353	051	4200	0138	220138				\$12,067,767.46

Purchase Order Type:

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

Procurement Method:

- ☐ Bid ☐ RFP ☐ RFQ ☐ RFI
☐ Small Order

Special Approvals Required:

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

Contract Type:

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

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

Modification/Amendment Type:

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

Vendor Information

Name: Peraton, Inc.

Contact: Dwain Saulsberry

Address: 12975 Worldgate Dr, Herndon, VA 20170

E-mail: Dwain.Saulsberry@peraton.com

Phone: (312)948-3826

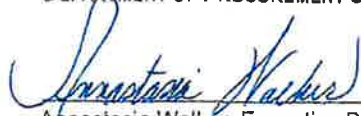


CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

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

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

DATE: May 8, 2024

SUBJECT: Altaris Gold Computer Aided Dispatch (CAD) System Maintenance
Contract Amendment NCRB Sole Source
Peraton, Inc.
Requisition# 596117 Specification# 206684 PO# 170495 (formally 55127)
Original Start Date: 11/01/2017
Original End Date: 10/31/2024
New Requested End Date: 10/31/2026

The Office of Public Safety Administration (PSA) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a two (2) year unscheduled contract amendment with Peraton, Inc. (PO 170495) which expires October 31, 2024. PSA is requesting a vendor limit increase in the amount of \$12,067,767.46 and a time extension for two (2) years or until the new contract with TriTech Software Systems (PO 117722) is implemented and fully accepted for the CAD System.

The total requested amount of this vendor limit increase is \$12,067,767.46, which includes a base price for one-year 11/01/24-10/31/25 of \$6,106,169.30 and a base price for year-two 11/01/25-10/31/26 of \$5,961,598.16.

History

The Hardware/Software Maintenance for the Altaris@Gold CAD is and will be an ongoing requirement. This requirement is currently being fulfilled by contract number 170495 with Peraton, Inc. Peraton, Inc. has been responsible for furnishing the hardware and developing certain proprietary computer software and related system integration and maintenance for the Computer Aided Dispatch (CAD) System for the City's 911 System since September 1995. The Altaris@Software is at the core of the CAD System's functionality.

Supporting Documentation

In support of this request, please find the following attachments:

1. Non-Competitive Review Board Application (NCRB)
2. DPS Project Checklist
3. Peraton Sole Source Justification for Amendment
4. Peraton Scope of Work and Compensation Schedule
5. Peraton Compliance Plan
 - a. Subcontractors' Schedules C1 and D1
 - b. Certification Letter
6. OEMC Compliance Concurrence Letter
7. Approved DPS OBM Form
8. Professional Services Insurance Requirements
9. Peraton Certificates of Insurance
10. Economic Disclosure Statement Certificate

The funding line for this procurement will be 024-0353-0514200-0138-220138. Requisition #596117 has been prepared and forwarded for further processing upon your approval.

If you should have any questions, please contact Kevin Pater at 312-745-3710 or via e-mail at kevin.pater@cityofchicago.org.

cc: Kevin Pater, PSA
Natalie Gutierrez, PSA
Lisa Clark, PSA
Daniel Casey, PSA
Will Ramey, PSA

Attachment(s)




CITY OF CHICAGO



OFFICE OF PUBLIC SAFETY ADMINISTRATION

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

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

DATE: May 01, 2024

SUBJECT: Compliance Concurrence (5.79% MBE / 0% WBE)
Contract Amendment NCRB Sole Source
Peraton, Inc.
Altaris Gold Computer Aided Dispatch (CAD) System Maintenance
Requisition# 596117 Specification# 206684 PO# 170495 (formally 55127)

The Office of Public Safety Administration (PSA) concurs with Peraton, Inc. The current contract has an approved compliance of 5.79% Minority Business Enterprise (MBE) and 0% Women Business Enterprise (WBE). Peraton, Inc. was granted a full WBE waiver. The City of Chicago and Peraton, Inc. agree that the goals should remain as stated through the extension period of October 31, 2026.

Your assistance in this matter is appreciated. If you should have any questions, please contact Kevin Pater, Contracts Administrator at 312-745-3710 or kevin.pater@cityofchicago.org.

Cc: Natalie Gutierrez, PSA
Kevin Pater, PSA
Lisa Clark, PSA
Dan Casey, PSA
Will Ramey, PSA

Contract Goal Participation Determination Form**Project Title:** Altaris Gold Computer Aided Dispatch (CAD) System Maintenance-NCRB Sole Source.**Project Description:**

Two (2) year time extension and \$12,067,767.46 vendor limit increase for PO 170495, Peraton, Inc.


Specification No. 206684Requisition No. 596117Funding Source(s): City ☒ Federal ☐ Other ☐Target Market: Yes ☐ No ☒ MBI ☐ SBI I ☐ SBI II ☐No Stated Goal: Yes ☐ No ☐Previous Contract No(s): 55127**SCOPE OF WORK:**

PSA is requesting a two (2) year time extension and \$12,067,767.46 vendor limit increase for continuity in services for maintenance of the Altaris Gold Computer Aided Dispatch (CAD) system. The modification to PO 170495 is necessary to maintain the current CAD system while the network implementation phase for the replacement system is completed. The new contract was awarded to TriTech Software Systems PO 117722 on 12/31/2019.

SUBCONTRACTING OPPORTUNITIES

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

Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
Project Management & Network Support	\$ 698,723.74	5.79%	5.79%			
TOTAL						

TOTAL ESTIMATED CONTRACT VALUE \$ **\$ 12,067,767.46**GOAL RECOMMENDATION: MBE participation 5.79% WBE participation 0% VBE participation 0% DBE participation 0%*For Construction Projects Only*RECOMMENDED PROJECT AREA: YES ☐ NO ☒ (If yes, attach a project/community areas map) _____%**Recommended:**
(User Department Authorized Signature)

Date

Office of Public Safety Administration

(Name of User Department)

Department of Procurement Services**Approved By:**

Tammi Morgan, Contracting Equity Officer

Date



TONI PRECKWINKLE
PRESIDENT
**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY J. QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MOHITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK J. AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

November 28, 2023

Cyrus Walker, President
Data Defenders, LLC
111 West Jackson Blvd. Ste. 1700
Chicago, IL 60604

Annual Certification Renewal: November 28, 2024

Dear Mr. Walker:

Congratulations on your Certification as a **Minority-owned Business Enterprise ("MBE")**, by Cook County Government.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal of **November 28th**. Failure to file this affidavit may result in the termination of your Certification. In addition, you must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such a change.

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

NAICS CODES:

541511 – Custom Computer Programming Services

541512 – Computer Systems Design Services

541519 – Computer Disaster Recovery Services

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

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

Sincerely,

Dr. Makeba C. Butler

Dr. Makeba C. Butler
Deputy Director, Contract Compliance

MCB/ew

Section I: General Contract Information	
Department Name	Public Safety Administration
Department Contact Name	Yolanda Hopkins Kevin Pater
Department Contact Number	(312) 745-5640 (312) 745-3710
Department Contact Email	yolanda.hopkins@cityofchicago.org kevin.pater@cityofchicago.org
Contract Number	170495
Contract Subject Name	Peraton, Inc.
Contract Initiation Date	11/01/2017
Original Contract Amount	\$17,061,233.39
Original Contract Expiration Date	10/31/2019
Year to date expenditure	\$18,780,040.81
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	024-0100-0514200-0138-220138 PSA Department
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes, based on PSA projected spending through the end of the contract period October 31, 2026
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	\$12,067,767.46
New total contract amount	\$33,495,105.38
Contract expiration date	10/31/2026
Goods/services provided by this contract	This contract provides project management and maintenance for our Altaris Gold Computer Aided Dispatch (CAD) system (9-1-1 system).

	The CAD system provides a critical role in the OEMC's mission of public safety and support for the Chicago Fire Department (CFD) and the Chicago Police Department (CPD).
Justification of need to modify this contract	The City of Chicago CAD system must always remain active to ensure the safety of its citizens. Peraton is responsible for maintenance and project management. This contract is vital and must remain active until the new CAD system is implemented and fully operational.
Impact of denial	Denial of this request will be a matter of public safety for the entire City of Chicago.
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	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Approve
OBM Analyst Initials	JS
OBM Analyst Name/number	Joseph Sacks

EXHIBIT 1 CAD SYSTEM DESCRIPTION

- Proprietary Altaris computer Aided Dispatch system software
- Proprietary Altaris NT Computer Aided Dispatch system software
- Proprietary Northrop Grumman E-AVL system software
- Proprietary Northrop Grumman CAD Client Computer Aided Dispatch system software
- Oracle database software
- Linux RedHat v6 Server Operating system (Administration only. City purchases maintenance and Red Hat operating system support directly from Dell)
- Microsoft .NET 4 Framework data software
- Windows – “X” Operating systems (Administration only. City purchases maintenance support from Dell)
- Safety Pad software
Note: The City reserves the right to remove SafetyPad from this Agreement at any time, with no effect on the Terms and Conditions.
- NFIRS FirstOnScene software
- Agent 511 MMS software (SMS messaging)
- Oristar Mapping software
- Locution
- Hewlett Packard Open View (Administration only. City purchases maintenance support directly from Dell)
- CAD network
- Mobile Image Management
- Escrowed Northrop Grumman Altaris Software
- Embacardo (Database monitoring software used by DBA)
- Cisco SmartNET (Maintenance on existing CAD network appliances)
- VNC (Troubleshooting software for CAD workstations)

EXHIBIT 2 OTHER MAINTENANCE SERVICES

1. Mobile Maintenance

Northrop Grumman will provide Mobile Maintenance as part of this Agreement. NGSC will provide the following:

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

1. General Management Tasks

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

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

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

2. Mobile Maintenance and Support Project Description

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

Northrop Grumman will provide the technical services described below:

1. Support the OEMC in meeting with stakeholders to gather requirements. The goal is to ensure the user community is involved and has input in identifying improvements or enhancements to the mobile solutions.

2. Identify potential future devices, capabilities, features, and stakeholder requirements from NG perspective.
3. Interface, and coordinate activities with the OEMC, respective agencies, vendors e.g., Panasonic, Verizon, and Heartland.
4. Identify, collaborate, review, establish with OEMC to determine upcoming device images and updates.
5. Identify, collaborate, review, plan with the OEMC to determine mobile application changes and deployment builds.
6. Support for the following images:
 - a. 4 - CF 29 Images operating under MS XP
 - b. 2 - CF30 Images operating under MS XP
 - c. 1 - MS WIN-7 CF31 Image Notes: Supports 2 CF31 Types
 - d. 1 - CF19 - WIN7
 - e. 1 - CF53 - WIN7
 - f. 1 - LPR - Support for CPD License Plate Reader
 - g. Blackberry - Blackberry OS - No further development, support for existing NG image only.
 - h. Android Phone if purchased through Northrop Grumman.
 - i. Windows Tablet if purchased through Northrop Grumman.

7. Mobile Operating System
 - a. Identify, review, operating system & futures.
 - b. Identify, review mobile operating system patches and updates.
 - c.

Note: Mobile operating system updates, patch updates and futures will be evaluated on a case by case basis. The task may require additional resources and labor outside this scope of work.

8. Mobile 3rd Party Software Components. Assist in the evaluation with the vendor and the OEMC on potential new Air Cards.
 - a. Air Card
9. Mobile Police/Fire Applications. Assist the OEMC and their respective agencies to access the below applications:
 - a. ARIA
 - b. CLEAR
10. Mobile Bug Fixes.
 - a. Identify Patch
 - b. Review Patch
 - c. Test and Field Patch
 - d. Build Patch
11. Support for the CPD application update program.
 - a. Build packages

- b. Package Administration
- c. Deploy/Activate Patches
- d. Monitor deployment of Application Updates
- e. Verify Patches to Mobiles

12. GPS Devices.

- a. Assist the OEMC in the management of the GPS devices and assignments to vehicles and units.
- b. Troubleshoot GPS device issues for mobiles that operate the Northrop Grumman Mobile GPS application that send GPS information to the E-AVL Server. These will consist of the Grey Island devices that directly attach via to the Northrop Grumman Mobile application.
- c. Troubleshoot GPS device issues for standalone devices, e.g., Grey Island and Trimble that report to the E-AVL Server.

Note: The City of Chicago and OEMC is responsible for maintaining and repairing the actual GPS hardware and physical connectivity to the mobile application. In addition, the City and their respective repair facility and vendors will assist Northrop Grumman in troubleshooting the actual GPS devices.

13. Device management administration and CAD coordination of defining new devices. Assist the OEMC with the management of the IP's and mobile device assignments and CAD network changes needed to support new mobile IP ranges.

14. 24 X 7 Level Mobile Maintenance and Support for Priority 1 issues.

15. Documentation. Contractor will provide such documentation, as agreed upon by the parties, in connection with the provision of Mobile Maintenance services, including an inventory of the mobile devices for which Northrop Grumman will provide the services described in the Agreement and this Exhibit 2, which Contractor will prepare within 30 days of the Effective Date of the Agreement. Such inventory report will be deemed incorporated in the Agreement. Modification to the mobile devices inventory report may be made upon written agreement of the Contractor and OEMC.

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

3. Customer Responsibilities

The OEMC will be responsible for the following:

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

2. CAD Network Support

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

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

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

The support provided will be limited to 576 hours annually. Compensation for such support is included in the Preventive and Corrective Maintenance Fees set forth in Exhibit 9. CAD network

support that exceeds this will be invoiced at Time and Material (T&M). Any time used to correct issues caused by Northrop Grumman shall not be counted in the 576-hour limit.

3. Client Workstation Upgrade to Microsoft Windows 10

This Section outlines the Client Workstation Upgrade to Microsoft Windows 10 for the Northrop Grumman CAD system. Compensation for the Services described in this Section are included in the annual fees for Preventive and Corrective Maintenance, and no further fees shall be owed Northrop Grumman for provision of these Services.

1. Client Workstations

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

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

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

2. Porting and Related Components

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

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

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

(b) OriStar Map and OriPlay Components

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

(c) Locution Components

Locution is used by the CAD GUI at remote fire joker-stand to provide annunciation in the fire station when the fire station is dispatched to an event. Fire station speakers are activated and based up on the CAD type, as to whether EMS service or the fire service is being requested or both regarding annunciation. Locution is still working to validate their product on WIN-10. It may or may not be ready at the time of the WIN-10 upgrade, and a fall back plan to WIN-7 will be provided. Locution will supply future updates as long as there is a valid maintenance contract in place.

(d) Hummingbird Components

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

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

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

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

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

(g) Operations Floor Workstation Environment Validation

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

(h) Police and Fire Remote Workstation Environment Validation

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

(i) Fire Remote Joker-stand Workstation Environment Validation

The Fire Remote Joker-stand Workstation Environment will consist of the following validation and verification points for the final hardware and software integration: network card; printers

will be validated that exist today, e.g., Telpar Parallel SP-2021, Telpar USB MTP-2283. Note: The Telpar SP-2021 may not be supportable under WIN-10.; Locution (Station Annunciation); NEC Touchscreens, e.g., LCD175M and LCD171M. Note: Vendor drivers must be available from NEC for WIN-7 and WIN-10. VNC (Virtual Remote Desktop); Open Secure Shell (SSH); and Symantec Anti-Virus.

2.1 Customer Responsibilities

The Customer Responsibilities are as follows:

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

Assumptions

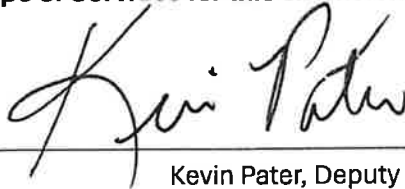
The following assumption(s) apply:

- The WIN-10 and WIN-7 operating systems are Microsoft off-the-shelf industry standard offerings. Given the WIN-10/WIN-7 operating systems have different user interfaces, staff training adjustments may have to be made given the differences. No user interface adjustments are in this upgrade for any WIN-10/WIN-7 operating system changes that are beyond Northrop Grumman's ability to control.

- Locution maintenance will continue to be in effect through the maintenance period contract as long as the Locution product is being used in the OEMC environment.
- VNC maintenance will continue to be in effect through the maintenance period.

EXHIBIT 1
STATEMENT OF WORK

The Scope of Services for this extension period will remain the same.

A handwritten signature in black ink, appearing to read "Kevin Pater", is written over a horizontal line.

Kevin Pater, Deputy Director
Office of Public Safety Administration

AGREEMENT FOR ALTARIS GOLD COMPUTER AIDED DISPATCH (CAD) SYSTEM MAINTENANCE

EXHIBIT 4 INSURANCE REQUIREMENTS

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

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Error & Omissions/Professional Liability

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

the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

5) Valuable Papers

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

6) All Risk Property/Installation Insurance

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

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

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 4) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2024

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

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

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA	CONTACT NAME: PHONE (A/C No, Ext): (866) 283-7122 FAX (A/C No): (800) 363-0105 E-MAIL ADDRESS:
INSURED Peraton Corp. and Its Subsidiaries 1875 Explorer Street, 2nd Floor Reston VA 20190 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company 20443 INSURER B: National Fire Ins. Co. of Hartford 20478 INSURER C: The Continental Insurance Company 35289 INSURER D: Transportation Insurance Co. 20494 INSURER E: Indian Harbor Insurance Company 36940 INSURER F: Lloyd's Syndicate No. 2623 AA1128623

COVERAGES CERTIFICATE NUMBER: 570104639788 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.

Limits shown are as requested

INSURER	TYPE OF INSURANCE	ADDL. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			7012278501	04/28/2023	04/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7012278496	04/28/2023	04/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION			7012278465 SIR applies per policy terms & conditions	04/28/2023	04/28/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7039455212 WC (AOS) 7039455209 WC (CA)	04/28/2023	04/28/2024	<input checked="" type="checkbox"/> PER STATUTE E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE POLICY LIMIT \$1,000,000
E	E&O - Technology			MTP904327302 E&O Technology-Claims Md SIR applies per policy terms & conditions	05/31/2023	05/31/2024	Privacy & Cyber Sec \$5,000,000 System Failure \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Chicago is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Chicago in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago Department of Procurement Services City Hall, Room 806 121 North LaSalle Street Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>
--	---

©1988-2015 ACORD CORPORATION. All rights reserved

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACO

Holder Identifier :

Certificate No : 570104639788





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/27/2024

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.

PRODUCER
Aon Risk Services, Inc. of Washington, D.C.
2001 K Street NW
Suite 625 N
Washington DC 20006 USA

CONTACT
NAME
PHONE (A/C No Ext) (866) 283-7122 FAX (A/C No) (800) 363-0105
E-MAIL
ADDRESS
PRODUCER
CUSTOMER ID # 570000071700

INSURED
Peraton Corp.
and Its Subsidiaries
1875 Explorer Street, 2nd Floor
Reston VA 20190 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

570104639792

CERTIFICATE NUMBER:



COVERAGES CERTIFICATE NUMBER: 570104639792 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> X	PROPERTY	MLP129801400	04/28/2023	04/28/2024	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		DEDUCTIBLES				BUSINESS INCOME	
		BASIC BUILDING				EXTRA EXPENSE	\$10,000,000
		BROAD CONTENTS				RENTAL VALUE	
	<input checked="" type="checkbox"/> X	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				BLANKET PERS PROP	\$5,000,000
		WIND				BLANKET BLDG & PP	Included
		FLOOD				Loss Limit	\$150,000,000
	<input checked="" type="checkbox"/> X	Loss Limit					
		INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

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

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
Department of Procurement Services
City Hall, Room 806
121 North LaSalle Street
Chicago IL 60602 USA

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

Aon Risk Services Inc. of Washington D.C.

© 1995-2015 ACORD CORPORATION. All rights reserved



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 197176

Certificate Printed on: 04/22/2024

Date of This Filing: 04/22/2024 11:27 AM

Original Filing Date: 04/22/2024 11:27 AM

Disclosing Party: Peraton Inc.

Filed by: CYNTHIA WILLIAMS

Title: CONTRACT ADMINISTRATOR

Matter: Renewal of ALTARIS GOLD
COMPUTER AIDED DISPATCH (CAD)
SYSTEM MAINTENANCE (SEE PO 55127
ON THE DPSWeb FOR CONTRACT
CONTENT)

Applicant: Peraton Inc.

Specification #:

Contract #: 170495

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.



SCHEDULE C
MBE/WBE Letter of Intent to
Perform as a Subcontractor to the Prime Contractor

**FOR
CONSTRUCTION
PROJECTS ONLY**

Project Name: Altaris Gold CAD System Maintenance Specification No.: _____

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

To: Peraton 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 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, attach additional sheets as necessary:

Engineering Support of Altaris Gold CAD System Maintenance

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>
Technical Project Manager	(CY '25 \$120.20);(CY '26 \$132.22)	('25) \$225,976 ('26) \$248,573
CAN Network Support	CY'25 \$191.28);(CY '26 \$210.40)	('25) \$156,084 ('26) \$171,686

Subtotal: \$ ('25)\$382,060 ('26)\$420,259
Total @ 100%: \$ ('25)\$382,060 ('26)\$420,259
Total @ 60%: \$ ('25)\$229,236 ('26)\$252,155

Partial Pay Items

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____
Total @ 100%: \$ _____
Total @ 60%: \$ _____

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 in Construction Contracts.

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.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

	04/26/2024
_____ (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)	_____ (Date)

Cyrus J. Walker, Chief Executive Officer

(Name/Title-Please Print)

cyrus.walker@data-defenders.com 872-304-9090

(Email & Phone Number)



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.
ALTARIS GOLD COMPUTER AIDED DISPATCH (CAD) SYSTEM MAINTENANCE

Project Name: _____

Specification No.: Contract 170495

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of PERATON 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: Data Defenders, LLC.
Address: 111 W. Jackson Blvd. Ste. 1700 Chicago, IL 60604
Contact Person: Cyrus Walker
Phone Number: 312.224.8831 ext. 402
Dollar Value of Participation \$ TBD
Percentage of Participation % 5.79%
Mentor Protégé Agreement (attach executed copy): () Yes (x) No Add'l Percentage Claimed:¹ %
Total Participation % 5.79%
2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

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

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Data Defenders, LLC	TBD	5.79%
Total Direct MBE Participation	TBD	5.79%

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

Dwain Saulsbery

312-948-3826

(Name- Please Print or Type)

(Phone)

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

Peraton Inc.

(Name of Prime Contractor – Print or Type)

State of: _____

Cynthia Williams

(Signature)

County of: _____

Cynthia Williams Contract Administrator

(Name/Title of Affiant – Print or Type)

(Date)

On this 1 day of April, 2024, the above signed officer

Cynthia Williams

(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.

Leslie Marlow

(Notary Public Signature)

Commission Expires:

4/29/26

SEAL:





Peraton
14005 - 14005 Drive
Hempstead, NY 11540

April 26, 2024

Will Ramey
Office of Emergency Management and Communications
1411 West Madison Street
Chicago, IL 60607

Re: Sole Source Justification
Altaris®Gold CAD Maintenance - Extension Proposal 2024-2025

Dear Mr. Ramey,

Peraton Inc. ("Peraton") has provided its the continued maintenance of your *Altaris®Gold* CAD system since 1996.

Peraton is the sole entity that can provide the products and services in the manner proposed. The *Altaris®Gold* CAD software, the foundation of the City's current dispatch operations, has historically provided uninterrupted operation ensuring reliable emergency response for the City's citizens and employees. *Altaris®Gold* CAD software is the proprietary property of Peraton. There are no other contactors authorized or qualified to maintain this software. Peraton's experience with the operation and maintenance of this system for over 20 years means Peraton is the sole company that is able to provide ongoing support services for CAD maintenance and the support required to maintain high levels of availability.

The City has, through the years, had Peraton provide hardware and software ungrades and enhancements to your CAD system, so it continues to meet the needs of the City. The City's continued use of the *Altaris®Gold* CAD provides the lowest risk option for continued dispatch for the City's emergency services. Extending the life of your *Altaris® Gold* CAD is also a price-effective option for the City. The implementation of your new CAD system will take an indeterminable time to implement, and it is critical to continue services with Peraton during the implementation of the new system..

We are proposing an option to continue to maintain your current system for up to one year from November 1, 2024 – October 31, 2025 with an additional option year that consists of *Altaris®Gold* Maintenance, in the manner in which we are currently providing maintenance.

Peraton has provided CAD systems continuously since the first CAD systems were deployed by us in the early 1970s. There is unrivaled corporate continuity with Peraton as your provider. With more than \$34 billion in annual sales and 85,000 employees, Peraton has the resources to support the City in the 9-1-1 arena as well as within the greater aspects of Command & Control should the City require our services.

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

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

Sincerely,

A handwritten signature in black ink that reads "Cynthia Williams". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Cynthia Williams
Contract Administrator
Peraton Inc.



Peraton, Inc.
12975 Worldgate Drive, Suite 7322
Herndon, Virginia 20170-6008

April 26, 2024

Mr. Will Ramey
Chicago Office of Emergency Management and Communications (OEMC)
1411 West Madison Street
Chicago, IL 60602
Email: william.ramey@cityofchicago.org

Subject: CAD Maintenance Contract: Two -Year Extension

Reference: Contract No. 170495 (55127) Altaris Gold Computer Aided Dispatch (CAD)
System Maintenance

Dear Mr. Ramey:

Peraton Inc. ("Peraton"), is pleased to provide the City of Chicago with pricing for the extension of the current Altaris Gold Computer Aided Dispatch (CAD) System Maintenance Contract number 170495 (55127).

The pricing in the table below is aligned with our historical 4% escalation schedule (excluding Mobile) that would start at the end of the current maintenance contract.

Please see the pricing below:

11/1/24 - 10/31/25	11/1/25 - 10/31/26	Total
\$ 6,230,785.00	\$ 6,479,998.00	\$ 12,710,783.00

***The discounted pricing shown below is based on the pricing in the table above.

With the option that the City of Chicago has selected, there will be no changes to the current early termination language which allows the City to terminate the contract with a 30-day notice. Peraton will offer a two percent (2%) discount off the above pricing (\$6,230,785.00) in the one-year base period and an eight percent (8%) discount off the above pricing (\$6,479,998.00) in option year two.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

**One (1) Year base period plus One (1) Year option period with no change to Clause 9.6-
Early Termination in Contract No. 170495 (55127)**

Please see the pricing below:

Base One-Year		Option One-Year		Total
11/1/24 - 10/31/25		11/1/25 - 10/31/26		
\$	6,106,169.30	\$	5,961,598.16	\$ 12,067,767.46
Discount -2%		Discount -8%		-5%

Assumptions

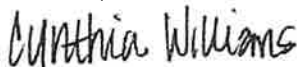
- Scope of Work in Contract No. 170495 (55127) will not change and will be incorporated into the extension.
- Option will require no change to Clause 9.6-Early Termination.

Terms and Conditions

Except as otherwise mentioned, all other terms and conditions in Contract No. 170495 (55127) remain in place.

If you have any questions regarding this quotation, please contact either me at (865) 712-7826 or Dwain Saulsberry at (312) 841-9593.

Sincerely,



Cynthia Williams
Contracts Administrator
Phone: (865) 712-7826
cynthia.williams@peraton.com

cc: Dwain Saulsberry
Kurt Arsenault
Sherrie Wright

Peraton Business Combinations

Over the past few years, Peraton has successfully acquired a number of complementary businesses, including Perspecta Inc. and the Northrop Grumman federal IT and mission support services business. Our combination has created a leading government mission capability integrator and enterprise IT provider focused on delivering high-end technology-enabled services. The combination also gives us and our customers access to a wealth of additional resources and capabilities.

Through all of the aforementioned transactions, we have retained the key personnel, management, contracts, and other resources and assets (including the financial resources, employees, subcontracts, materials, facilities, and other infrastructure support) of all of the acquired businesses. We manage our combined business enterprise with a centralized leadership structure, consolidated business systems, and common policies, practices, and resources to effectively serve multiple government customers worldwide. Accordingly, the personnel, resources and assets that are offered and committed in this proposal, remain fully available and attributable to Peraton and applicable and relevant to this solicitation.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.