

ESTIMATED COST

1. \$227,064. This will be funded by an FY2007 Supplemental Transit Security Grant from the U.S. Department of Homeland Security
2. This is a one-time cost to be paid in full by the end of June, 2012
3. The cost is based on an exact quote, which is itself based on the specifications we developed for the Terrahawk
4. It is not possible to procure from another source
5. This is a sole source procurement, and the current cost quotation is consistent with CPD-Terrahawk L.L.C. discussions of projected costs from 2010 through to the present.

SCHEDULE REQUIREMENTS

1. The schedule is the outcome of the amount of time that the manufacturer needs to build out and deliver the Terrahawk, and the fiscal requirements of the grant (i.e. purchases can be made no later than May 31, 2012 and grant costs must be paid by June 30, 2012).
2. As explained above, the equipment is only available from the manufacturer; there are no other distributors of the TerraHawk
3. Because the manufacturer needs 60 days to build and deliver the Terrahawk, if the Terrahawk is not ordered by April 4, it won't be received by CPD by June 4, 2012. If it is not received by June 4, there will be insufficient time to inspect and test the vehicle and authorize a payment to be made to Terrahawk, LLC that can be made by June 30, 2012. The fiscal authority for this grant funding, the Illinois Emergency Management Agency, has stated that all FY07 Transit Grant Expenditures must be made by June 30, 2012. It is our understanding that grant funds that have not been expended by June 30, 2012 will lapse and be returned to the funding agency.
4. If these timelines are not met, the risk is that either CPD fails to receive the needed equipment, or the equipment is received at City of Chicago corporate expense because the federal funding is no longer available for our use.

EXCLUSIVE OR UNIQUE CAPABILITY

1. Not applicable
2. Yes
3. The firm has patented the equipment CPD wishes to purchase, and their personnel have developed the unique expertise needed to produce and deliver the specified equipment to CPD.
4. The firm has the dedicated facilities and materials access needed to prepare and deliver the product.
5. TerraHawk, L.L.C. is the only company with the ability to produce and deliver a mobile surveillance vehicle that can be driven by one officer and then deployed at a target location.
6. TerraHawk, L.L.C. is the only manufacturer of a mobile surveillance vehicle that contains a mounted tower and surveillance module that is extended or deployed from inside the vehicle by one person without having to leave the interior of the vehicle. The Terrahawk is a rapid deployment vehicle that takes 2 minutes or less to be fully deployed and operational. Given its 360 degree observation platform, tactical mobility and rapid deployment, the Terrahawk will provide a new layer of security (deterrence, detection and response) for Chicago transit operations and assets. The TerraHawk and contained surveillance equipment is operationally compatible with existing CPD equipment and systems.
7. Terrahawk, LLC received patent No. 7,726,690 on June 1, 2010, for their "Vehicle for Deploying a Mobile Surveillance Module"
8. The TerraHawk Conversion is under a 12 month warranty; the Terrahawk vehicle is under a 36 month warranty (see attached)

OTHER

Not applicable

APPROVED BY:

DEPARTMENT HEAD OR DESIGNEE

DATE

BOARD CHAIRPERSON


DATE


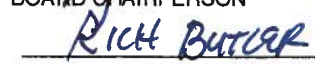
PRINT NAME

CHIEF PROCUREMENT OFFICER

PRINT NAME

DATE OF APPROVAL




 MAY 09 2012

MAY 09 2012

Section I: General Contract Information	
Department Name	CHICAGO POLICE DEPT.
Department Contact Name	JOEL BROWN
Department Contact Number	057
Department Contact Email	<u>JOEL.BROWN@CHICAGOPOLICE.ORG</u>
Contract Number	TBA – NEW REQUEST, RX#68735
Contract Subject Name	TERRAHAWK
Contract Initiation Date	TBA
Original Contract Amount	\$237,064.00
Original Contract Expiration Date	PURCHASE OF TERRAHAWK AND 3 YEAR SERVICE AGREEMENT
Budgeted amount for current year	S 237,064.00
Year to date expenditure	0
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input checked="" type="checkbox"/> Grant –	
What is the funding strip?	010-0P54-0571005-0450 FOR \$227,064.00 (TERRAHAWK) 012-0100-0573027-0140 FOR \$10,000.00 (SERVICE AGREEMENT)
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	AT THIS POINT, YES.
If no, what is the plan to address the short fall?	NA
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	DNA
New total contract amount	DNA
New contract expiration date	DNA
Goods/services provided by this	DNA

contract	
Justification of need to modify this contract	THE TERRAHAWK WILL PROVIDE AN ESSENTIAL NEW LAYER OF SECURITY FOR CHICAGO TRANSIT OPERATIONS AND ASSETS. IT WILL PROVIDE CPD SPECIAL TEAMS WITH ENHANCED CAPABILITY TO INTERVENE IN DIFFICULT SITUATIONS.
Impact of denial	OFFICER SAFETY COULD BE JEOPORDIZED WITHOUT THIS EQUIPMENT. IT IS VITAL IN THE EFFORTS TO REACT TO LIFE THREATENING SITUATIONS QUICKLY, AND TO ACCURATELY RELAY INFORMATION TO EMERGENCY RESPONSE PERSONNEL.
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	\$ NA
Expiration date of planned task order request	NA
Scope of services	NA
Justification of need to issue request for services	NA
Impact of denial	NA
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Reason
Approve	Will aid the department's effort in surveillance at special events. The Grant Funding has been approved but is still being set up via CPD and the Comptroller's Office
OBM Analyst Initials	GPG
OBM Analyst Name/number	Gabriel Godwin



Rahm Emanuel
Mayor

Department of Police • City of Chicago
3510 South Michigan Avenue • Chicago, Illinois 60653

Garry F. McCarthy
Superintendent of Police

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street – Room 403
Chicago, Illinois 60616

7 March 2012

Re: Request for Non-Competitive Procurement
Estimated cost: \$237,100.00
Specification # 105902
Requisition # 68735

The City of Chicago Department of Police (CPD) is requesting a non-competitive procurement of one TerraHawk TH-5200. The Terrahawk is a mobile, manned surveillance operations platform. It is unique in that it only takes one officer to operate the vehicle and platform, making the platform a unique force multiplier. The Terrahawk will provide an essential new layer of security (deterrence, detection and response) for Chicago transit operations and assets. It will also provide CPD Special Teams with enhanced capability to intervene in difficult situations. In addition, it will provide command staff with confidence that officers can be quickly positioned to observe potential life-threatening situations in real-time and to immediately react and relay critical information to emergency response personnel.

We respectfully ask that you approve our request.

A handwritten signature in black ink, appearing to read "Marvin J. Shear".

Marvin J. Shear
Executive Officer
Bureau of Administration
Chicago Police Department

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: P25 FINANCE DIVISION 3510 S. MICHIGAN - RM 3060 Chicago, IL	REQUISITION: 68735 PAGE: 1 DEPARTMENT: 57 - DEPARTMENT OF POLICE PREPARER: Helena S Ward NEEDED: APPROVED: 3/16/2012
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REQUISITION DESCRIPTION

NEW REQUEST TO PURCHASE THE TERRAHAWK TH-5200 FROM TERRAHAWK,LLC
 SPECIFICATION NUMBER: 105902

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST								TOTAL COST
1	9989401010	1.00	Each	0.00								0.00
VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS, VANS, MOTOR HOMES, MOTORCYCLES AND SCOOTERS, ETC. - TERRAHAWK TH-5200 2012 4 WHEEL DRIVE WITH ALL VEHICLE ACCESSORIES AND CUSTOM PARTS												
SUGGESTED VENDOR:						REQUESTED BY: Helena S Ward						
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.	
1	010	0P54	0571005	0450	220450	0000	00000000	000000	00000	0000	0.00	
LINE TOTAL:											0.00	

LINE	ITEM	QUANTITY	UOM	UNIT COST								TOTAL COST
2	9280401005	4.00	Year	0.00								0.00
MAINTENANCE AND REPAIR FOR AUTOMOTIVE ACCESSORIES - WARRANTY SERVICE AGREEMENT												
SUGGESTED VENDOR:						REQUESTED BY: Helena S Ward						
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.	
1	012	0100	0573027	0140	220140	P016	00000000	000000	00000	0000	0.00	
LINE TOTAL:											0.00	

REQUISITION TOTAL: 0.00

3

the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow §13.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

§ 13.33 Supplies.

(a) *Title.* Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are

not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

§ 13.34 Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

§ 13.35 Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

§ 13.36 Procurement.

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms,

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: March 7, 2012	Need by (estimated date):	
Requisition No.: 68735	Contact Person:	Project Manager:
Specification No.: (if known) 105902	Helena Ward	Joel Brown
PO No.: (if known)	Telephone: 3127455640	Telephone: 3127455640
Modification No.: (if known)	Fax: 3127456841	Fax: 3127456841
Previous PO No.: (if known)	Email: helena.ward@chicagopolice.org	Email: joel.brown@chicagopolice.org

Project Description: NEW REQUEST TO PURCHASE THE TERRAHAWK TH-5200 FROM TERRAHAWK, LLC PLUS SERVICE AGREEMENT FOR MAINTENANCE AND REPAIR FOR THREE YEARS.

Funding:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
1	010	0P54	057	1005	0450				227,064.00
2	012	0100	057	3027	0140	P016			10,000.00

Term Estimated Value \$ 237064

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE _____ COMMITTED OR _____ SPENT BY DEADLINE: _____ (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:
THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 3YRS

** Requested Term (Number of Months): 36MO

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. _____ Category Description: _____

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
 Is this a **Revenue Producing contract?** Yes No

If Modification request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management: Yes No
 Will services be performed within 50 feet of CTA train or other railroad property? Yes No
 Will services be performed on or near a waterway? Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Modification request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**? Yes No
 Is this a **Request for Qualifications (RFQ)**? Yes No
 Is this a **Request for Proposal (RFP)**? Yes No
 If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP? Yes* No

*If yes, Company Name: **PO#**

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**? Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**? Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**? Yes No

Does this request involve the **purchase of Software**? Yes* No

If yes, is City required to sign a software license? Yes No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer, or Dealer, or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing Contract?

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

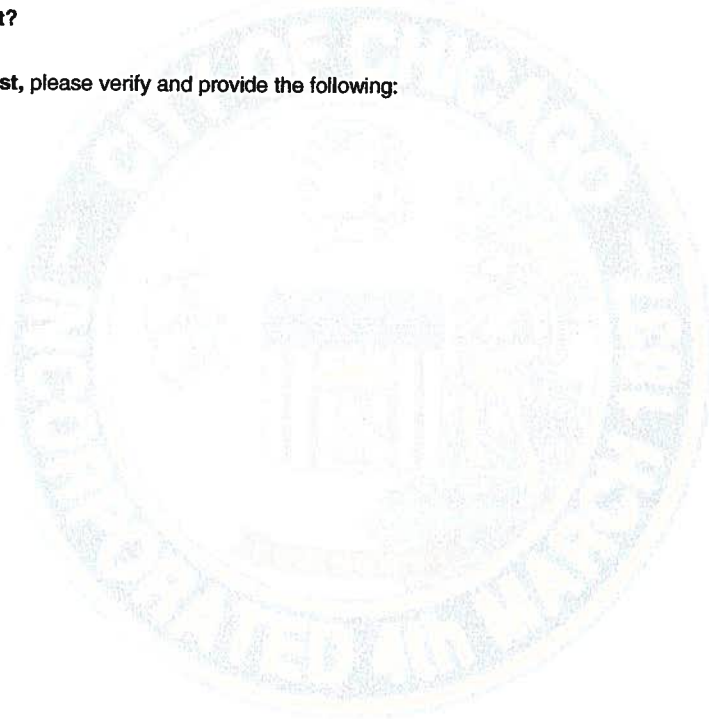
Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

- Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
- Is this a **Revenue Producing contract**? Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:





Rahm Emanuel
Mayor

Department of Police • City of Chicago
3510 South Michigan Avenue • Chicago, Illinois 60653

Garry F. McCarthy
Superintendent of Police

Jamie Rhee
Chief Procurement Officer
Department of Procurement Services
City Hall, Room 403

March 8, 2012

Subject: Full Waiver request for MBE and WBE
Spec: TerraHawk, L.L.C.

The Chicago Police Department respectfully requests that a full MBE waiver (25%) and full WBE waiver (5%) be granted to TerraHawk, L.L.C. The said contractor is located in Texas and has never before had opportunity to participate in the City of Chicago's MBE/WBE program. CPD's search for a suitable mobile observation post for crowd observation and control purposes has revealed that the TerraHawk Mobile Utility Surveillance Tower vehicle is the only vehicle of its kind, that this is a patented product, and that TerraHawk, L.L.C. is the only company that can produce and provide this product to the Chicago Police Department.

Please find attached correspondence from TerraHawk, L.L.C. requesting the full waiver.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Marvin J. Shear".

Marvin J. Shear
Deputy Chief
Bureau of Administration
Chicago Police Department



Proposal for Vehicle

Date: 03/12/12
 Proposal #: 3122012
 Customer ID: CPD

When Mobility and Rapid Response are critical...

Submitted by: TerraHawk, LLC
 2638 Lombardy Lane
 Dallas, TX 75220
 214-366-2508

Prepared for: City of Chicago Police Department

Sales Person: Laura Robinson / Dylan Cyr Quote valid until: 6/12/12

Laura Robinson / Dylan Cyr	info@terrahawklc.com	6/12/12
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Qty	Item #	Description	Unit Price	Option Price	Line Total
1.00	TH -5200	2012 MUST 4 Wheel Drive Unit	\$143,950.00		\$ 143,950.00
		CD Player, Running Boards, Sirius Satellite, ECT.	\$1,200.00		\$ 1,200.00
		Dealer Mark-Up	\$4,450.00		\$ 4,450.00
1.00	*Warranty*	4 Year Extended Warranty on Conversion	\$10,000.00		\$ 10,000.00
	Custom	Junction Box- "Cat-5"		300.00	\$ 300.00
	Custom	Replace Window w/ Lexan & Sheet Metal		530.00	\$ 530.00
1.00	TH-6012	Removeable Ballistic Blankets		7,500.00	\$ 7,500.00
1.00	TH-6010	Camera Lifting Actuator (Mid-Range)		2,995.00	\$ 2,995.00
1.00	TH -6021	LED Running Lights		1,000.00	\$ 1,000.00
1.00	TH- 6023	Class 3Towing Hitch		250.00	\$ 250.00
1.00	TH -6025	A/C Sinewave Power Inverter		489.00	\$ 489.00
1.00	TH -CPD2	HurleyIR dual field of view 5°/15° 320x240 infrared camera		64,400.00	\$ 64,400.00
		visual camera system with 312X day/night camera w/ Pelco extended D protocol, 250 GB hard drive and Motorola MW810			
		Delivery: Terrahawk provides delivery			
		one day operational training INCLUDED in price			
Subtotal					\$ 237,064.00
Sales Tax					
Total					\$237,064.00



Laura Robinson

Authorized by

Date

TerraHawk, LLC

2638 Lombardy Lane Dallas, Texas 75220

214-366-2508 214-366-4890 fax

John Graeber
Commander, Public Transportation Section
Chicago Police Department

April 19, 2011

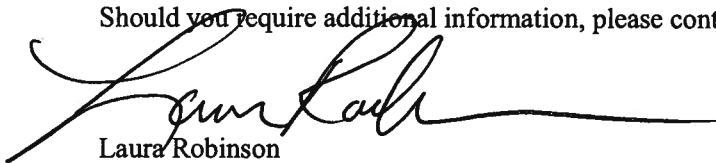
Dear Commander Graeber:

On June 1, 2010, TerraHawk received Patent No. 7,726,690, *Vehicle for Deploying a Mobile Surveillance Module*, from the United States Patent and Trademark Office. Additionally, TerraHawk, LLC, is a Licensed Vehicle Converter in the State of Texas, Converter License #112160.

TerraHawk, LLC, manufactures the only mobile surveillance tower that is mounted inside a vehicle, that can be accessed from within the driver's compartment, and deploys a surveillance module to a 25 foot height.

The patent and unique design of the unit, designates TerraHawk, LLC, as a SOLE SOURCE manufacturer for a mobile, rapid response surveillance vehicle (M.U.S.T.).

Should you require additional information, please contact me.



Laura Robinson
Director of Business Development
TerraHawk, LLC
2638 Lombardy Lane
Dallas, TX 75220
214-366-4844
laura@terrahawkllc.com

TerraHawk L.L.C.'s M.U.S.T. Vehicle Conversion Extended Warranty Policy Statement

Warranty Provisions

TerraHawk's warranty provisions on the M.U.S.T. vehicle conversion are subject to the limitations and exclusions set forth below. TerraHawk L.L.C. (TerraHawk) will repair or replace covered parts of the M.U.S. T. vehicle conversion for a period of sixty (60) months or FIVE years from the original delivery date of the vehicle to Buyer with the exclusion of the following items: the vehicle including drive-train (engine and transmission); products or parts manufactured by others, which are covered only by such warranties as are extended to Buyer by TerraHawk's suppliers; consumables; and purchased options. Repair or replacement of parts by TerraHawk includes associated labor as part of the warranty, along with applicable travel charges.

Exclusion of Liability

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TERRAHAWK L.L.C. IS NOT RESPONSIBLE FOR DIRECT, COLLATERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; or LOSS OF REPUTATION. TerraHawk L.L.C. shall not be responsible for, nor have any liability for incidental or consequential damages, including loss of use and lost profits in connection with the purchase, sale, shipment, service, repair or operation arising from the failure of TerraHawk's M.U.S.T. vehicle and/or equipment. **TERRAHAWK L.L.C. MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL TERRAHAWK L.L.C. BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (a) act or omission of a third party; (b) claims against you by third parties; (c) cosmetic damage, including but not limited to scratches, dents, or broken parts caused by accident, abuse, or misuse; (d) products or parts that have been modified to alter function ability or capability without the written permission of TerraHawk L.L.C.; and (e) defects caused by normal wear and tear.** TerraHawk L.L.C. will, at its sole discretion, repair or replace any component part, or parts, if determined by TerraHawk L.L.C. personnel to be defective. Should it be necessary for Buyer to send parts back to TerraHawk L.L.C. for examination, Buyer will be responsible for prepaid shipping costs. Purchased options, such as cameras, etc. will be subject to their manufacturer's individual warranties. TerraHawk L.L.C.'s warranty does not include or cover failure of purchased options or consumables. The warranty provided by TerraHawk L.L.C. is non-transferable and only applies to the original buyer of a new M.U.S.T. vehicle. Any purchased warranty extension from TerraHawk L.L.C. is limited to new M.U.S.T. vehicles and may only be purchased at the same time the new M.U.S.T. vehicle is purchased.

BUYER'S RESPONSIBILITY

TerraHawk, L.L.C. will provide Buyer with a copy of the most recent User Guide containing vital information relating to the proper use and maintenance of the M.U.S.T. vehicle. Any repairs arising from Buyer's failure to maintain the M.U.S.T. vehicle in accordance with the User Guide, or from operation of the M.U.S.T. vehicle in a manner not recommended in the User Guide or from the use of fuels, lubricants, hydraulic fluids, or other items not meeting the specifications set forth in the User Guide are the responsibility of the Buyer. Buyer shall be responsible for all repairs arising from operation of the M.U.S.T. vehicle above the original output rating, outside its recommended operating parameters or misuse, accident, foreign object damage, or damage caused by third parties.

Like all pieces of equipment, the M.U.S.T. vehicle will require repairs and possible adjustments over time. Repairs should be performed by either a TerraHawk Field Technician or by Buyer's maintenance or service department personnel that have been trained by a TerraHawk Field Technician. All service or repairs should be performed with equipment and parts meeting the TerraHawk M.U.S.T. specifications as set forth in the User Guide. Buyer shall be responsible for any repairs arising from alterations made by Buyer, repairs performed by a person other than a TerraHawk Field Technician or the use of any maintenance items or parts not meeting the requirements or specifications set forth in the User Guide. The cost of routine or required maintenance and service is the responsibility of Buyer. The Buyer is required to keep documented evidence of when and by whom maintenance and service is performed.

In the Event of Failure or Service Problems

1. Have all available serial numbers, vehicle VIN number, part numbers and other information that will assist TerraHawk in identifying the equipment at issue. Once the information is gathered, please call TerraHawk's Service number 469-955-9933 and request a technician.
2. A TerraHawk Field Technician will attempt to troubleshoot the problem working with Buyer's trained personnel. If unable to correct the problem over the telephone, a Field Technician will be dispatched to Buyer's location within 24 hours if possible, or will supply Buyer with replacement parts to be installed by Buyer's personnel. Buyer may be asked for a purchase order or other commitment to pay any expenses that are not covered by the applicable warranty.
3. Should new parts be sent to Buyer for installation by Buyer's personnel, Buyer is required to return the failed part to TerraHawk within 15 days. Upon return of the failed part and if determined by TerraHawk that such failure was not covered by warranty, a charge will be assessed to the Buyer for the replacement part furnished.
4. Warranty failures will be repaired or replaced by TerraHawk using new parts at the option of TerraHawk's Service Department. Any repairs or charges not covered by the applicable warranty must be paid by Buyer at the time services are rendered unless other arrangements are made in advance.

TerraHawk L.L.C.'s M.U.S.T. Vehicle Conversion Warranty Policy Statement

Warranty Provisions

TerraHawk's warranty provisions on the M.U.S.T. vehicle conversion are subject to the limitations and exclusions set forth below. TerraHawk L.L.C. (TerraHawk) will repair or replace covered parts of the M.U.S. T. vehicle conversion for a period of twelve (12) months from the original delivery date of the vehicle to Buyer with the exclusion of the following items: the vehicle including drive-train (engine and transmission); products or parts manufactured by others, which are covered only by such warranties as are extended to Buyer by TerraHawk's suppliers; consumables; and purchased options. Repair or replacement of parts by TerraHawk includes associated labor as part of the warranty, along with applicable travel charges.

Exclusion of Liability

EXECPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TERRAHAWK L.L.C. IS NOT RESPONSIBLE FOR DIRECT, COLLATERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; or LOSS OF REPUTATION. TerraHawk L.L.C. shall not be responsible for, nor have any liability for incidental or consequential damages, including loss of use and lost profits in connection with the purchase, sale, shipment, service, repair or operation arising from the failure of TerraHawk's M.U.S.T. vehicle and/or equipment. **TERRAHAWK L.L.C. MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL TERRAHAWK L.L.C. BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (a) act or omission of a third party; (b) claims against you by third parties; (c) cosmetic damage, including but not limited to scratches, dents, or broken parts caused by accident, abuse, or misuse; (d) products or parts that have been modified to alter function ability or capability without the written permission of TerraHawk L.L.C.; and (e) defects caused by normal wear and tear.** TerraHawk L.L.C. will, at its sole discretion, repair or replace any component part, or parts, if determined by TerraHawk L.L.C. personnel to be defective. Should it be necessary for Buyer to send parts back to TerraHawk L.L.C. for examination, Buyer will be responsible for prepaid shipping costs. Purchased options, such as cameras, etc. will be subject to their manufacturer's individual warranties. TerraHawk L.L.C.'s warranty does not include or cover failure of purchased options or consumables. The warranty provided by TerraHawk L.L.C. is non-transferable and only applies to the original buyer of a new M.U.S.T. vehicle. Any purchased warranty extension from TerraHawk L.L.C. is limited to new M.U.S.T. vehicles and may only be purchased at the same time the new M.U.S.T. vehicle is purchased.

BUYER'S RESPONSIBILITY

TerraHawk, L.L.C. will provide Buyer with a copy of the most recent User Guide containing vital information relating to the proper use and maintenance of the M.U.S.T. vehicle. Any repairs arising from Buyer's failure to maintain the M.U.S.T. vehicle in accordance with the User Guide, or from operation of the M.U.S.T. vehicle in a manner not recommended in the User Guide or from the use of fuels, lubricants, hydraulic fluids, or other items not meeting the specifications set forth in the User Guide are the responsibility of the Buyer. Buyer shall be responsible for all repairs arising from operation of the M.U.S.T. vehicle above the original output rating, outside its recommended operating parameters or misuse, accident, foreign object damage, or damage caused by third parties.

Like all pieces of equipment, the M.U.S.T. vehicle will require repairs and possible adjustments over time. Repairs should be performed by either a TerraHawk Field Technician or by Buyer's maintenance or service department personnel that have been trained by a TerraHawk Field Technician. All service or repairs should be performed with equipment and parts meeting the TerraHawk M.U.S.T. specifications as set forth in the User Guide. Buyer shall be responsible for any repairs arising from alterations made by Buyer, repairs performed by a person other than a TerraHawk Field Technician or the use of any maintenance items or parts not meeting the requirements or specifications set forth in the User Guide. The cost of routine or required maintenance and service is the responsibility of Buyer. The Buyer is required to keep documented evidence of when and by whom maintenance and service is performed.

In the Event of Failure or Service Problems

1. Have all available serial numbers, vehicle VIN number, part numbers and other information that will assist TerraHawk in identifying the equipment at issue. Once the information is gathered, please call TerraHawk's Service number 469-955-9933 and request a technician.
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3. Should new parts be sent to Buyer for installation by Buyer's personnel, Buyer is required to return the failed part to TerraHawk within 15 days. Upon return of the failed part and if determined by TerraHawk that such failure was not covered by warranty, a charge will be assessed to the Buyer for the replacement part furnished.
4. Warranty failures will be repaired or replaced by TerraHawk using new parts at the option of TerraHawk's Service Department. Any repairs or charges not covered by the applicable warranty must be paid by Buyer at the time services are rendered unless other arrangements are made in advance.

TERRAHAWK, LLC

MOBILE UTILITY SURVEILLANCE VEHICLES

2638 Lombardy Lane Dallas, Texas 75220

Larry E. Sachs, Director of Grants Management
Research and Development Division
Chicago Police Department
3510 S. Michigan Ave.
Chicago, Il 60653

March 8, 2012

RE: Request for MBE/WBE Waiver

Dear Mr Sachs:

Please accept this letter as a formal request from TerraHawk, LLC for a full waiver from the City of Chicago Minority and Women Owned Business Procurement Program (MBE/WBE) requirement due to the fact that our company, TerraHawk, L.L.C. is the only manufacturer of a mobile surveillance vehicle that contains a mounted tower and surveillance module, that is extended or deployed from inside the vehicle by one person without having to leave the interior of the vehicle.

On June 1, 2010, TerraHawk received Patent No. 7,726,690, as a *Vehicle for deploying a Mobile Surveillance Module*, from the U.S. Patent and Trademark Office.

With the issuance of this patent, TerraHawk, LLC was then designated as a sole source provider and the only manufacturer in the world of the TerraHawk MUST technology.

The TerraHawk, LLC MUST unit is being sought for procurement by the City of Chicago for security and surveillance purposes and while TerraHawk, LLC is not minority or women-owned, we respectfully request that our request for waiver be allowed so that your city may benefit from this specific technology.

If you have any questions, please do not hesitate to call.

Sincerely,

TerraHawk, LLC



Laura Robinson
Director of Administration and Business Development

TerraHawk, LLC

2638 Lombardy Lane Dallas, Texas 75220

214-366-2508 214-366-4890 fax

March 7, 2012

Larry E. Sachs, Director of Grants Management
Research and Development Division
Chicago Police Department
3510 S. Michigan Ave.
Chicago, IL 60653

Dear Mr. Sachs:

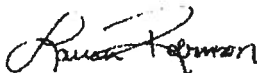
This letter will confirm that TerraHawk, LLC, is a Licensed Vehicle Converter in the State of Texas, Converter License # 112160 and a sole source vendor for the M.U.S.T. vehicle.

TerraHawk, L.L.C. is the only manufacturer of a mobile surveillance vehicle that contains a mounted tower and surveillance module, that is extended or deployed from inside the vehicle by one person without having to leave the interior of the vehicle.

On June 1, 2010, TerraHawk received Patent No. 7,726,690, as a *Vehicle for deploying a Mobile Surveillance Module*, from the U.S. Patent and Trademark Office.

Should you require additional information, please contact me.

Sincerely,



Laura Robinson
Director of Business Development

TERRAHAWK JUSTIFICATION

The Terrahawk mobile is the only mobile surveillance vehicle that contains a mounted tower and surveillance, module that is extended or deployed from inside the vehicle by one person without having to leave the interior of vehicle. The Terrahawk is a rapid deployment vehicle, in that it takes 2 minutes or less to be fully deployed and operational. The majority of Chicago Transit Authority elevated platforms within the central business district of Chicago have a height between 19 to 24 feet. With its manned surveillance capsule deployed to an eye level height of 25 feet, the Terrahawk has the capability to bring transit or tactical officers to a unique vantage point over the elevated rail and platforms at most locations within the downtown Chicago footprint.

This vantage point provides officers with a tactical advantage in observing platform operations, crowds, and in responding to any incident on or near a platform. The vehicle, with four-wheel drive capability, can also be used year-round to observe activity in rail yards. The elevated vantage point this vehicle provides is unmatched. If for some reason normal access to an elevated station is blocked, this vehicle could rapidly transport a crew of officers to the elevated station or tracks. This mobile, elevated observation post will also provide Chicago Police Department Special Teams with enhanced capability to intervene in difficult situations, and it will provide command staff with confidence that officers can be quickly positioned to observe potential life-threatening situations in real-time and to immediately react and relay critical information to emergency response personnel. This platform is essential in detecting large crowd movements and disturbances that officers on the ground cannot see. The Terrahawk's observation capsule will be equipped with infrared and conventional surveillance camera technology to create real-time surveillance and detection capabilities in proximity to elevated mass transit platforms in Chicago.

Given its 360 degree observation platform, tactical mobility and rapid deployment, the Terrahawk will provide a new layer of security (deterrence, detection and response) for Chicago transit operations and assets.

TERRAHAWK, LLC

MOBIL UTILITY SURVEILLANCE TOWERS

2638 Lombardy Lane Dallas, Texas 75220

Larry E. Sachs, Director of Grants Management
Research and Development Division
Chicago Police Department
3510 S. Michigan Avenue
Chicago, IL 60653

March 20, 2012


RE: Small Orders Terms & Conditions – Blanket

Mr. Sachs:

TerraHawk, LLC is in possession of the City of Chicago's, Department of Procurement Services Small Order Terms and Conditions Statement.

We are in full understanding and agreement of the terms and conditions set forth in the document.

Sincerely,



Laura Robinson
Director of Administration
Business Development



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 29840

Date of This Filing:03/16/2012 08:27 AM

Certificate Printed on: 03/19/2012

Original Filing Date:03/16/2012 08:27 AM

Disclosing Party: TerraHawk, LLC

Title:Director of Administration

Filed by: Mrs. Laura Michelle Robinson

Matter: Contract for Surveillance Vehicles

Applicant: TerraHawk, LLC

Specification #:

Contract #:

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

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 29840

SECTION I -- GENERAL INFORMATION

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

TerraHawk, LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2638 Lombardy Ln
Dallas, TX 75220
United States

C. Telephone:

214-366-4844

Fax:

214-366-4890

Email:

laura@terrahawkllc.com

D. Name of contact person:

Mrs. Laura Michelle Robinson

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

26-4024502

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Contract for Surveillance Vehicles

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

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

No

State or foreign country of incorporation or organization:

Texas

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

No

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer: Mr. Tom Richard James
Title: Sole Managing Member
Role: Officer

B. CERTIFICATION REGARDING Controlling Interest

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Mr. Tom Richard James
Title: Sole Managing Member

1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

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

- Mr. Tom Richard James - 100%

Owner Details

Name	Address
Mr. Tom Richard James	2638 Lombardy Ln Dallas, TX 75220 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

No

B. FURTHER CERTIFICATIONS

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

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

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain,

or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

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

I certify the above to be true

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

- bid-rigging in violation of 720 ILCS 5/33E-3;

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

I certify the above to be true

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

I certify the above to be true

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

I certify the above to be true

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

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

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or

other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

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

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

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

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

No

ADDITIONAL INFO

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

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

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

/s/ 03/16/2012

Mrs. Laura Michelle Robinson
Director of Administration
TerraHawk, LLC

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



CERTIFICATE OF LIABILITY INSURANCE

TERRA06 OP ID: AMGA

DATE (MM/DD/YYYY)

03/20/12

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

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

PRODUCER Hotchkiss Insurance Agency LLC 4120 International Pkwy. #2000 Carrollton, TX 75007 Hunter Ramsey	972-512-7700	CONTACT NAME:	
	972-512-7799	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A :	The Cincinnati Insurance Co
		INSURER B :	Burlington Insurance Company
		INSURER C :	Evanston Insurance Company
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED TerraHawk, LLC 2638 Lombardy Lane Dallas, TX 75220		
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			HGL0030161	02/19/12	02/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			ENP0062989	02/19/12	02/19/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BINDER	03/19/12	03/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Inland Marine Equipment			ENP0062989	02/19/12	02/19/13	Unsched 600,000 Ded 1,000

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

The general liability policy includes a blanket additional insured endorsement (GSG-G-010 08 09) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER City of Chicago Dpt. of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	CITYCHI	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 

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