



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

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

<b>Department</b> Chicago Police	<b>Originator Name</b> Lt. Thomas Lamb	<b>Telephone</b> 312-746-7180	<b>Date</b> April 16, 2018	<b>Signature of Application Author</b>  
<b>Contract Liaison</b> Lt. Thomas Lamb	<b>Email Contract Liaison</b> Thomas.LambJr@chicago police.org	<b>Telephone</b> 312-746-7180		

**List Name of NCRB Attendees/Department**

Lt. Thomas Lamb - Police

Joel Brown

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

**Company:** Lenco Armored Vehicles

**Contact Person:** James Massery      **Phone:** 413-443-7359      **Email:** jmassery@lencoarmor.com

**Project Description:** Sole Source Purchase for a Armored Rescue Vehicle for the The Chicago Police Department (CPD) Special Weapons and Tactical Unit (SWAT)

**This is a request for:**



New Contract       Amendment / Modification

**Contract Type**      **Type of Modification**

Blanket Agreement      Term: 0 (# of mo)       Time Extension       Vendor Limit Increase       Scope Change

Standard Agreement

Contract Number: \_\_\_\_\_  
Specification Number: \_\_\_\_\_  
Modification Number: \_\_\_\_\_

<b>Department Request Approval</b>	<b>Recommended Approval</b>
 DEPARTMENT HEAD OR DESIGNEE	 BOARD CHAIRPERSON
DATE: <u>17/4/18</u>	DATE: <u>4-24-18</u>
PRINT NAME: <u>Jonathan L. Johnson</u>	PRINT NAME: <u>Rich Butler</u>

**(FOR NCRB USE ONLY)**


Recommend Approval/Date: \_\_\_\_\_

Return to Department/Date: \_\_\_\_\_

Rejected/Date: \_\_\_\_\_

*SY*  
*4/23/18*

Approved       Rejected

  
CHIEF PROCUREMENT OFFICER

DATE: 4/24/18



**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. The Chicago Police Department (CPD) Special Weapons and Tactical Unit (SWAT) has one Lenco BearCat Rescue Vehicle which was purchased in 2007 with grant money under contract number 12168.
2. The Lenco BearCat Rescue Vehicle currently being used by the Chicago Police SWAT team has been used extensively for over 10 years. This armored rescue vehicle has provided both mobility and ballistic protection on over 1500 SWAT operations. CPD SWAT has been able to utilize the ballistic protection and mobility of the Lenco BearCat to rescue hostages, evacuate citizens from danger zones, and conduct negotiated surrenders of violent criminals during over 300 SWAT barricaded subject or hostage situations.
3. CPD SWAT is now requesting the purchase of a second Lenco BearCat to be used in conjunction with the current BearCat. Most major city SWAT teams utilize as many as 3 to 5 armored vehicles operationally. CPD SWAT has experienced several SWAT incidents in the city of Chicago that have required the use of a second armored vehicle. During these incidents CPD SWAT has had to request the assistance of SWAT teams from agencies outside the city and then await the arrival of a second armored vehicle during critical life threatening situations.
4. Additionally, CPD SWAT is requesting the purchase of a new Lenco BearCat Rescue Vehicle because the current armored vehicle is approaching the end of its operational life.
5. Lenco BearCat Armored Vehicles is the leading armored vehicle manufacturer in the United States. Lenco provides over 700 Law Enforcement and Federal Agencies with armored vehicles.
6. Competitive bidding was not possible due to the specific operational requirements of the armored vehicle by the Chicago Police SWAT team and due to the unique nature and unique capabilities of the armored vehicle not provided by competitors.

**ESTIMATED COST**

1. \$399,600.00 see attached quote dated April 13, 2018. A UASI grant will be the funding source. Contract #12168
2. No additional cost is required by fiscal year.
3. The basis of the estimated cost for the vehicle is taken from the Lenco Quote #14736D
4. Competitive bidding was not possible due to the unique nature and unique capabilities of the vehicle.
5. The price is based on sellers and purchasers agreed purchasing price

**SCHEDULE REQUIREMENTS**

1. The contractor must deliver to the Chicago Police Department at specified locations receiving hours Monday through Friday after 1:00pm..
2. Please see picture attached for the requested vehicle.

The price is based on sellers and purchasers agreed purchasing price



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

3. Delivery Should be made no later than (240) days after the order is finalized.
4. Competitive bidding was not possible due to the unique nature and unique capabilities of the vehicle.

EXCLUSIVE OR UNIQUE CAPABILITY

1. The Lenco BearCat Rescue Vehicle possesses numerous exclusive and unique capabilities such as an onboard SCBA system that no other armored vehicle manufacturing firm offers. This system places (2) 6,000 PSI fresh air tanks under the floor of their vehicle in an armor protected area so that SWAT operators entering a bio-hazard environment have the ability to get a fresh air supply from inside the BearCat itself while performing rescue operations over longer periods of time. This armored vehicle also comes equipped with explosive and radiation detection packages.
2. The Lenco Armored Rescue Vehicle employs a patented, zero gravity counter balance roof hatch system which enhances operator safety and security by allowing an operator to rapidly close the hatch during an emergency situation without risk of injury to the operator. The roof hatch and military style turret sits atop a 20,000lb GVWR turn table bearing. This allows operators to turn the turret with one hand on the gearbox and the other hand in full control of a shoulder mounted weapon. No other armored vehicle manufacturer offers this level of GVWR on their rotating roof hatch with turret system.
3. The Lenco BearCat Rescue vehicle is ballistically protected by .50 Caliber Defeat Capability Vertical Panels (10 Shots with Certifications) with a 20 mm FSP artillery (1 Shot with Certification) rating. Lenco is the only armored vehicle manufacturer that offers level IIIA Kevlar based ballistic skip round shields that are capable of being hung from the vehicle running boards to the ground, end to end. The skip round shields provide ballistic protection to SWAT operators and downed citizens from gunfire and skip rounds directed under the vehicle.
4. Lenco Armored Vehicles is the only armored vehicle manufacturer to develop a 2-piece hydraulic adjustable ram with a gas injector system that incorporates a triple valve over pressure relief system in order to increased operator safety. The 2-piece hydraulic ram is capable of breaching barricaded structures and deploying less lethal chemical agents into a structure while being safely controlled by SWAT operators from inside the protection of the armored vehicle.
5. Lenco Armored Vehicles has also provided options for the armored vehicle that are exclusive to the Chicago Police Department SWAT team such as Recon Scout XL robot kits, Command Monitoring Stations, and SearchStick Poles. The Recon Scout is a rugged micro-robot that can traverse varied terrain to provide operators with immediate video and audio during high risk situations. The Command Monitoring Systems allows SWAT operators to monitor audio and video transmissions from the Recon Scout from as far away as 1,000 feet while inside the safety of the armored vehicle. The SearchStick Poles enables tactical operators to convert any Recon Scout robot into a versatile pole camera that can be used to see over walls, through windows and into culverts.
6. The Lenco BearCat Armored Rescue Vehicle is constructed on a commercially available Ford F550 chassis and its proprietary engineering process allows it to maneuver within a turning radius of 17'8", which is shorter than the overall length of the vehicle thereby providing enhanced tactical maneuverability making it easy to navigate throughout the city without causing undue safety issues



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7. Please see the attached document which states the Lenco BearCat is an armored personnel carrier constructed on a commercially available Ford Motor Company F-550 Chassis with modifications by Lenco Industries providing seating capacity for ten passengers. Modifications include a shortened wheelbase, a one-piece armor hull constructed of 1.27 centimeter (cm) (0.5 inches (in.)) thick high-hard certified ballistic steel, ballistic glass, nine gunports and a myriad of other available options. The U.S. Air Force Space Command, Directorate of Security Forces, intends to utilize the BearCat as a standardized security vehicle at Peterson Air Force Base, Colorado, in replacement of their current High Mobility Multi-purpose Wheeled Vehicle (HMMWV) fleet.

8. All service and repairs for the Lenco BearCat Armored Rescue Vehicle will be completed by City of Chicago The Department of 2FM, Fleet Unit.

(See Attached Support Documentation and Photos)

OTHER

N/A



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

### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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

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

#### PROCUREMENT HISTORY

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

#### ESTIMATED COST

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

#### SCHEDULE REQUIREMENTS

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

#### EXCLUSIVE OR UNIQUE CAPABILITY

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

#### MBE/WBE COMPLIANCE PLAN

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

#### OTHER

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

#### REVIEW AND APPROVAL

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



**Rahm Emanuel**  
Mayor

**Department of Police • City of Chicago**  
3510 S. Michigan Avenue • Chicago, Illinois 60653

**Eddie T. Johnson**  
Superintendent of Police

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Jamie Rhee  
Chief Procurement Officer  
Department of Procurement Services  
121 North LaSalle Street – Room 806  
Chicago, Illinois 60602

April 19, 2018

**Re: Lenco Armored Vehicles Sole Source Contract**

**Specification: 512231**

**Requisition: 201578**

CPO Rhee,

The Chicago Police Department (CPD) Special Weapons and Tactical Unit (SWAT) is requesting a one-time purchase Sole Source Contract with Lenco Armored Vehicles for \$399,600.00. This equipment will provide SWAT with an armored rescue Lenco BearCat Armored Vehicle for tactical operations while in the process of rescuing or saving citizens' lives. In addition, will allow the SWAT Team use of a rescue truck with mobile and digital technology.

The Lenco Armored Rescue Vehicle possesses numerous exclusive and unique capabilities such as an onboard SCBA system that no other armored vehicle-manufacturing firm offers. This system places (2) 6,000-PSI fresh air tanks under the floor of their vehicle in an armor-protected area so that SWAT operators entering a biohazard environment have the ability to get a fresh air supply from inside the BearCat itself while performing rescue operations over longer periods. This armored vehicle also comes equipped with explosive and radiation detection packages.

The Lenco Armored Rescue Vehicle employs a patented, zero gravity counter balance roof hatch system which enhances operator safety and security by allowing an operator to rapidly close the hatch during an emergency situation without risk of injury to the operator. The roof hatch and military style turret sits atop a 20,000Lb. GVWR turntable bearing. This allows operators to turn the turret with one hand on the gearbox and the other hand in full control of a shoulder mounted weapon. No other armored vehicle manufacturer offers this level of GVWR on their rotating roof hatch with turret system. (See attachment Pictures).

The Lenco Armored Rescue Vehicle is ballistically protected by .50 Caliber Defeat Capability Vertical Panels (10 Shots with Certifications) with a 20 mm FSP artillery (1 Shot with Certification) rating. Lenco is the only armored vehicle manufacturer that offers level IIIA Kevlar based ballistic skip round shields that are capable of being hung from the vehicle running boards to the ground, end to end. The skip round shields provide ballistic protection to SWAT operators and downed citizens from gunfire and skip rounds directed under the vehicle. (See attachment 1)

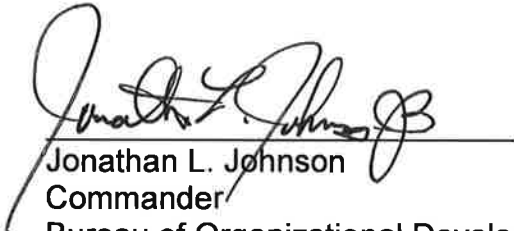
The Lenco Armored Rescue Vehicle is the only armored vehicle manufacturer to develop a 2-piece hydraulic adjustable ram with a gas injector system that incorporates a triple valve over pressure relief system in order to increased operator safety. The 2-piece hydraulic ram is capable of breaching barricaded structures and deploying less lethal chemical agents into a structure while being safely controlled by SWAT operators from inside the protection of the armored vehicle (See attachment 2).

The Lenco Armored Rescue Vehicle has also provided options for the armored vehicle that are exclusive to the Chicago Police Department SWAT team such as Recon Scout XL robot kits, Command Monitoring Stations, and SearchStick Poles. The Recon Scout is a rugged micro-robot that can traverse varied terrain to provide operators with immediate video and audio during high-risk situations. The Command Monitoring Systems allows SWAT operators to monitor audio and video transmissions from the Recon Scout from as far away as 1,000 feet while inside the safety of the armored vehicle. The SearchStick Poles enables tactical operators to convert any Recon Scout robot into a versatile pole camera that can be used to see over walls, through windows and into culverts. (See attachment 3).

The Lenco Armored Rescue Vehicle is constructed on a commercially available Ford F550 chassis and its proprietary engineering process allows it to maneuver within a turning radius of 17'8", which is shorter than the overall length of the vehicle thereby providing enhanced tactical maneuverability making it easy to navigate throughout the city without causing undue safety issues. (See attachment Picture)

The vehicle will not require a maintenance plan by the vendor. The City of Chicago 2FM Motor Maintenance Unit will complete all services.

Thank you for your attention in this matter.



Jonathan L. Johnson  
Commander

Bureau of Organizational Development  
Chicago Police Department





Protecting Our Nation's Defenders™

April 13, 2018

Joel Brown, Contract Coordinator  
Chicago Police Department - Finance Division  
3510 S. Michigan Ave  
Chicago, IL. 60653

**Re: Lenco Sole Source for the Lenco BearCat®**

Dear Mr. Brown,

This letter is to inform you that Lenco Armored Vehicles is the **Sole Source Manufacturer** for the **Lenco BearCat®** or the equivalent.

- We employ secret and proprietary processes in the design and manufacture of the Lenco BearCat to provide superior ballistic performance at a lighter weight than any competitive vehicles.
- We employ a patented, zero gravity counter balanced roof hatch system which enhances operator safety and security.
- We have developed secret engineering processes to offer a turning radius of 17' 8", which is shorter than the overall length of the vehicle, thereby providing enhanced tactical maneuverability.
- We employ secret and proprietary processes to modify the vehicle chassis to re-distribute the armor, chassis and occupant weights proportionately between the front & rear axles.

We are the **only manufacturer**, distributor, authorized dealer or supplier of this product or its equivalent.

**Expanded explanations on the above Sole Source statements:**

1. With regard to the secret and proprietary process to provide superior ballistic performance at a lighter weight, the Lenco BearCat armor is made with ½ inch thick Mil Spec steel. Specifically, the walls are 1 piece solid through, and they extend from the front bumper to the rear bumper as one solid contiguous unit. This process is not done by any other armored vehicle manufacturer. Other armored vehicle companies utilize sections, which increases the number of vulnerable areas through the excessive use of seams, welds, and overlaps; also making the vehicle heavier. Other manufacturers also use layered armor systems, such as 2 layers of ¼ inch connected by tubular framing. This process reduces their vehicle's ability to repel even medium caliber rifle rounds on their outer shell and also dramatically increases total weight, thereby making the vehicle less responsive.
2. With regard to the zero gravity counter balanced roof hatch, this Lenco exclusive option is critical in that during a gun battle or other emergency, should the roof hatch need to be rapidly closed to protect occupants from gun fire, the zero gravity system prevents unnecessary overpull, commonly seen in lesser vehicles that use gas rods for holding the hatch open. Gas rods resist closure up until the 50% aperture, then completely release all pressure, commonly causing head and/or facial injuries.
3. The Lenco BearCat is the only armored rescue vehicles with a 131" wheelbase, allowing it to have an inside turning radius of 17'8". All other armored vehicle manufacturers use the OEM wheel base of 145 inches. Being able to turn the vehicle around in a city street with one quick revolution, without having to make a three point turn is critical in tactical response, especially against a potential terror threat that may be actively terrorizing a community, as was the case in San Bernardino, CA.

Further to the point above, the shorter wheel base allows for overhang/cantilever weight off the back end, assisting in the braking process. Armored vehicles that do not have enough rear end weight extending



past the rear tires have dangerous braking attributes. The Lenco process also reduces forward pressure on the front axle and front brakes, which are the primary components to all safe braking distances.

4. Attached is U.S. Army Aberdeen Performance testing demonstrating our braking capability along with many other useful characteristics, such as tilt table strengths. No other commercial armored vehicle builder has conducted U.S. Army Aberdeen performance testing.

5. Regarding the On Board SCBA system, no other armored vehicle manufacturing firm offers a system that places (2) 6,000 psi fresh air tanks under the floor of their vehicle in an armor protected area, so that operators that enter a bio hazard, such as fentanyl or methane gas areas, can attach their SCBA buddy whip to the T-fittings located throughout the interior of the BearCat and breath fresh air supply from the BearCat itself, thereby not depleting air in their SCBA tanks, giving them the ability to perform rescue operations for longer periods of time.

6. Lenco is the only company that offers IIIA Kevlar based ballistic skip round shields that are capable of being hung from the vehicle running boards, to the ground, end to end, with 12 feet of ankle and shin protection. This feature provides ballistic protection for operators against malicious gunfire directed under the truck across blacktop or cement surfaces. These skip round shields have the ability to collect those ricocheted rounds and stop them from reaching the opposite side of the vehicle, thereby protecting first responders from injury or downed citizens or officers from further harm.

7. Lenco's 2-piece hydraulic adjustable ram with gas injector system is unique to the industry because of the 3 safety valves that the gas injector incorporates, minimizing the potential for fatalities, while still incorporating a 5200 series CTS canister. Several years ago, a poorly designed gas axe took the life of a Scottsdale, AZ operator, also injuring 14 other SWAT members in training. To this day no other company but Lenco has developed a system that provides the security of triple valve over pressure relief. Attached is Lenco's user manual for our gas injector system.

8. The Lenco military turret system sits atop of a 20,000lb GVWR turn table bearing. This helps guarantee that the BearCat's turret will turn with one hand on the gearbox and the other still in full control of a shoulder fired weapon. It also assures buyers that it will require minimal maintenance for up to 20 years. No other armored vehicle manufacturer offers this level of GVWR on their rotating roof hatch with turret systems.

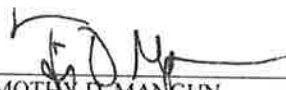
**Sole Source References:**

Burbank Police Department	Lt. Mike Albanese	805-857-9243
Illinois State Police	Captain Robert Haley	217-557-1278
Massachusetts State Police	Major Rich Prior	617-590-1453
Rhode Island State Police	Tom Chabot	401-474-5164
St. Charles County Sheriff's Office	Captain David Todd	636-949-3001

Sincerely,

  
James J. Massery  
Government Sales Manager

SWORN TO AND SUBSCRIBED BEFORE ME.  
This 13<sup>th</sup> day of April, 2018

  
TIMOTHY D. MANGUN  
A NOTARY PUBLIC IN & FOR Commission Exp. 10/08/21  
The State of Massachusetts/County of Berkshire



TIMOTHY D. MANGUN  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
October 8, 2021

**Designer and Manufacturer of Tactical Armored Security Vehicles**  
10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865  
www.LencoArmor.com · e-mail: Info@LencoArmor.com



**Bear Cat**





Protecting Our Nation's Defenders™  
 10 Betnr Industrial Drive – Pittsfield, MA 01201  
 PH (413) 443-7359 – FAX (413) 445-7865

# Quotation 14736D

Quotation Date: April 11, 2018  
 Lenco Tax ID#: 04-2719777

CH001  Chicago Police Department 3340 West Fillmore Chicago, IL 60624	<b>F.O.B.:</b> Chicago, IL
	<b>Ship Via:</b> Common Carrier
	<b>Payment Terms:</b> Net 30 Days
	<b>Estimated Completion:</b> 52 weeks ARO (Est.)
	<b>Inspection &amp; Acceptance:</b> At Lenco's Facility, Pittsfield, MA

**Terms and Conditions:** 1) Transfer of Vehicle Certificate of Origin to New Owner Done Upon Receipt of Payment in Full. 2) Lenco Does Not Collect Tax or Register Vehicles with DMV. 3) Cooperative Purchasing availble under Lenco's GSA Contract# GS-07F-169DA (Schedule 84) or the 1122 Program. 4) Acceptance of this Quotation or entering into a purchase agreement with Lenco, the purchaser agree's to Lenco's full Terms and Conditions of Sale, available upon request.

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$209,255.79	\$198,793.00
NIJ IV & Multi-hit .50 CAL BMG Armor Protection			
<b>Options:</b>			
Diesel Engine, 6.7L Turbo	BCDLEN	8,557.89	8,130.00
On Board SCBA System/Includes Bottled Air & Inside Attach Points	BCSBA	27,051.58	25,699.00
Rear A/C-Heating System: Auxiliary	BCAC	2,014.74	1,914.00
4-Door Configuration (Rear Flip Seats Included)	BC4DR	8,271.58	7,858.00
Back up Camera System with Monitor	BCBU	2,417.89	2,297.00
Intercom System; Inside to Outside	BCINT	3,022.11	2,871.00
22.5" Tire and Wheel Upgrade (G2 only)	BCTWU	9,263.16	8,800.00
Run-Flat Tires for 22.5" Tire and Wheel Upgrade	BCRF225	7,455.79	7,083.00
22.5" Spare Tire with Run Flat (G2 only)	BCSTRF2	2,782.11	2,643.00
VSP Style Low Profile & Scene Lighting Pkg (8 mini fwd-4 Per side wall)	BCVSPL	4,282.11	4,068.00
Roof Mounted Remote Control Spot Lights (4)	BCRCSL	4,227.36	4,012.00
Trauma Lighting (6) Overhead Dome White w/Hi/Low/Red	BCLTMED	2,629.47	2,498.00
Explosive Gas Detection System	BCDRG	5,289.47	5,025.00
Radiation Detection Package	BCRAD	5,289.47	5,025.00
Bedrock Paint (Below Gunports on Side Walls to reduce scuffing)	BCPJ	2,166.32	2,058.00
(2) Ballistic Skip Round Shields	BCBSRS	4,075.78	3,872.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,735.79	4,499.00
Hydraulic Ram Upgrade	BCHYDRAM	5,768.42	5,480.00
AC-DC Power Inverter 2K Watt w/ Battery Charge Feature	BCPINV36	5,728.42	5,442.00
Gas Injector Unit	BCGIU	8,653.68	8,221.00
Electric Power Winch	BCWNCH	5,940.00	5,643.00
Rear Tow Hitch Receiver	BCRTOWR	1,057.89	1,005.00
Exterior Equipment Storage Compartment (Armored/Paddle Lock)	BSCOMP	3,155.00	3,020.00
Military Style Cupola and Mechanical Turret System	BCMTUR	19,646.32	18,664.00
(2) Recon Scout XL Kits	Non Contract	29,990.00	29,990.00
(2) Command Monitoring Stations	Non Contract	10,990.00	10,990.00
(5) SearchStick Pole	Non Contract	10,000.00	10,000.00
<b>Net Savings</b>	<b>\$18,118.14</b>	<b>\$413,718.14</b>	<b>\$395,600.00</b>
		FOB Chicago, IL	\$4,000.00
<b>Total Cost of (1) Lenco BearCat FOB Chicago, IL</b>			<b>\$399,600.00</b>

**Specifications Subject to Change** PROPRIETARY

**WARNING:** Information Subject to Export Control Laws  
 The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.  
 THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER 123.9(A).

**WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 90 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.**

**ACCEPTANCE OF PROPOSAL** – The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Authorized Signature:** \_\_\_\_\_ **Authorized Signature:** *James J. Massery*  
 Please sign and return James J. Massery

**DETAILED SPECIFICATION**  
**Purchase of Lenco BearCat Armored Rescue Vehicle for the**  
**Department of Police**  
**Specification Number: 512231**

**A. SCOPE**

Contractor must supply and deliver the BearCat armored truck as specified, proposed and accepted by the Chicago Police Department, SWAT Team, 3340 W. Fillmore, Chicago, Illinois 60624, in accordance with all the terms and conditions of this specification.

**B. INTENT**

The intent of this requirement is for the Department of Police to purchase a Lenco BearCat Armored Rescue Truck for the Chicago Police Department SWAT Team. This armored rescue truck will be used for tactical operations.

**C. DETAILED DESCRIPTION**

The Dept. of Police is requiring the BearCat have the following specifications:

1. Lenco BearCat-4wd, rotating hatch; counterbalanced, US State Department Armor Level E
2. Diesel engine, 6.7L turbo
3. Onboard SCBA system, includes bottled air and inside attach points
4. Read A/C-Heating system: auxiliary
5. 4-door configuration-rear flip seats included
6. Back up camera system with monitor
7. Electric power heated mirrors
8. Intercom system-inside to outside
9. Run flat tires for 22.5" tire and wheel upgrade
10. 22.5" spare tire with run flat
11. 22.5" tire and wheel upgrade
12. High intensity driving lights in front bumper
13. VSP style low profile & scene lighting package
14. 4 – roof mounted remote control spot lights
15. Trauma lighting(6), overhead dome white with hi/low package(included with med packages
16. Explosive gas detection system
17. Radiation detection package
18. Bedrock paint
19. 2 – ballistic skip round shields
20. Front mounted receiver with ram post and plate
21. Hydraulic ram upgrade
22. EXT version
23. AC-DC power inverter 3600 watt w/ battery charge feature
24. Gas Injector Unit
25. Electric Power Winch
26. Rear Tow Hitch Receiver

27. Exterior Equipment Storage Compartment9Armored/Paddle Lock)
28. Military Style Cupola and Mechanical Turret System
29. Recon Scout XI Kit
30. Command Monitoring Stations
31. SearchStick Pole

#### D. WARRANTY

The Contractor must furnish a warranty for the BearCat provided under this Contract in accordance with the standard warranty regularly supplied. At a minimum, the Contractor hereby will warranty for a period of one (1) year from the date of final acceptance by the City or the manufacture's standard warranty; whichever is longer that it will provide at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the BearCat Armored Rescue Truck is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail.

#### E. AUTHORIZED DEALER/DISTRIBUTOR/RESELLER INVOICES

The Contractor must be the manufacturer or an authorized dealer, distributor or reseller of the proposed brewers and related accessories and be capable of providing genuine parts, assemblies and accessories as supplied by the original equipment manufacturer (O.E.M.). Further, the Contractor must be capable of furnishing original product warranty and manufacturer's related services such as repair, product information, and product re-call notices, etc. **The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.**

#### F. DELIVERY

The Contractor must deliver to the Chicago Department of Police, at the locations specified above. Receiving hours are Monday through Friday after 1:00 pm..

**Delivery should be made no later than two hundred forty (240) days after the order is finalized.**

#### G. MISSHIPMENTS/DEFECTIVE MERCHANDISE

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up any unacceptable brewers within forty-eight (48) hours of notification.

The Contractor must replace the incorrect, damaged or defective merchandise or issue a credit within seven (7) business days of the return. If the replacement merchandise or a credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

#### H. INVOICES

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted to: PurchasingCPD@chicagopolice.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services

- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s) (a.k.a. proposal pages).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

#### **I. EXCEPTIONS**

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.



Thomas Lamb  
Lieutenant  
Special Weapons and Tactics  
Chicago Police Department





CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 126202

Certificate Printed on: 04/11/2018

Date of This Filing:04/11/2018 01:20 PM

Original Filing Date:04/11/2018 01:20 PM

Disclosing Party: Lenco Industries, Inc.

Filed by: Mr. Timothy Mangun

Title:Contract and Export Compliance

Matter: City purchase of armored security vehicles from Lenco Armored Vehicles.

Applicant: Lenco Industries, Inc.

Specification #: 512231

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

# Project Checklist

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

**Date:**  
January 24, 2018

**Department Name:**  
Chicago Police Department

**Requisition No:** 201578      **Specification No:** 512231

**PO No:**      **Modification No:**

**Contract Liaison:**  
Joel Brown

**Telephone:**  
312.745.5640

**Email:**  
joel.brown@chicagopolice.org

**Project / Program Manager:**  
Jonathan L. Johnson

**Telephone:**  
312.745.5640

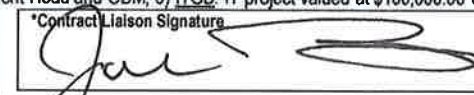
**Email:**  
jon.johnson@chicagopolice.org

**Check One:**  
 New Contract Request

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

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. **Note:** 1) **Funding:** Attach information if multiple funding lines; 2) **Individual Contract Services:** Include approval form signed by Department Head and OBM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

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

**\*Contract Liaison Signature**  


**Project Title:**  
Lenco Armored Vehicle Sole Source Contract


**Project Description:**  
The Chicago Police Department (CPD) Special Weapons and Tactical Unit (SWAT) is requesting a one-time purchase Sole Source Contract with an armored rescue Lenco Bear Cat Armored Vehicle for tactical operations while in the process of rescuing or saving citizens lives, and will allow SWAT Team with a rescue truck and digital technology.


**Funding:**

Corporate     Bond     Enterprise     Grant     Other:

IDOT/Transit     IDOT/Highway     FHWA     FTA     FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	018	pk94	57	1005	0400	16PM33	P05720103602	0000	399,600.00

**\*Project Program Manager Signature**  


**\*Commissioner/Authorized Designee Signature**  


**Purchase Order Information:**

**Contract Term (No. of Months):** 0

**Extension Options (Rate of Recurrence):** 0

**Estimated Spend/Value:** \$ 399,600.00

**Grant Commitment / Expiration Date:** 07/31/2019

**Pre-Bid/Submittal Conference:**  Yes  No

Mandatory     Site Visit

**Purchase Order Type:**

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

**Procurement Method:**

Bid     RFP     RFQ     RFI

Small Order

**Special Approvals Required:**

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

**Contract Type:**

Architect Engineering     Commodity     Construction     JOC     SBI

Professional Services     Revenue Generating     Vehicle & Heavy Equipment

Work Service     Joint Procurement     Reference Contract

**Modification or Amendment**

**Modification Information:**

PO Start Date: \_\_\_\_\_

PO End Date: \_\_\_\_\_

Amount (Increase/Reduction): \_\_\_\_\_

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

Full Compliance     Contract Specific Goals

No Stated Goals     Waiver Request

**Modification/Amendment Type:**

Time Extension     Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase     Requisition Encumbrance Adjustment

Other (specify): \_\_\_\_\_

**Risk Management / EDS**

Insurance Requirements (included)     Yes     No

EDS Certification of Filing (included)     Yes     No

**Vendor Info:**

Name: Lenco Armored

Contact: Tim Mangun

Address: 10 Betner Industrial Drive Pittsfield, Ma 01201

E-mail: tmangun@lencoarmor

Phone: 413.443.7359

<b>Section I: General Contract Information</b>	
Department Name	Chicago Police Department
Department Contact Name	Joel Brown
Department Contact Number	(312) 745-5640
Department Contact Email	Joel.brown@chicagopolice.org
Contract Number	N/A
Contract Subject Name	Lenco Armored Vehicles
Contract Initiation Date	N/A
Original Contract Amount	N/A
Original Contract Expiration Date	N/A
Budgeted amount for current year	\$399,600.00
Year to date expenditure	0
Are funds <input type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input checked="" type="checkbox"/> Grant	
What is the funding strip?	016-0K94-571005-0400-220400-16PM33
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	
If no, what is the plan to address the short fall?	
<b>Section II: Contract Modifications</b>	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	
New total contract amount	
New contract expiration date	
Goods/services provided by this contract	

Justification of need to modify this contract	
Impact of denial	
<b>Section III. Issue a Request for Services to a Master Consulting Agreement</b>	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
<b>Section IV: Assessment of Office of Budget and Management Analyst</b>	
Approve/Deny	
OBM Analyst Initials	AW
OBM Analyst Name/number	Alexis White 4-8924



Protecting Our Nation's Defenders™

Chicago Police Department - Finance Division  
Attn: Joel Brown - Contract Coordinator  
3510 S. Michigan Ave  
Chicago, IL 60653

January 2, 2018

Re: Request for Full Waiver for MBE/WBE

Dear Mr. Brown,

Lenco Industries, Inc. (dba Lenco Armored Vehicles) would like to request a full waiver of MBE/WBE. Lenco is a domestic corporation organized on February 20, 1981 under the General Laws of the Commonwealth of Massachusetts. We are a small business entity, but are not a minority-owned or woman-owned business.

Please feel free to contact me with any further questions or requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Mangun", with a stylized flourish extending to the right.

Tim Mangun  
Contract and Export Compliance  
[tmangun@lencoarmor.com](mailto:tmangun@lencoarmor.com)

**Designer and Manufacturer of Tactical Armored Security Vehicles**

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

[www.LencoArmor.com](http://www.LencoArmor.com) · e-mail: [Info@LencoArmor.com](mailto:Info@LencoArmor.com)



**Rahm Emanuel**  
Mayor

**Department of Police • City of Chicago**  
3510 S. Michigan Avenue • Chicago, Illinois 60653

**Eddie T. Johnson**  
Superintendent of Police

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Jamie Rhee  
Chief Procurement Officer  
Department of Procurement Services  
121 North LaSalle Street - Room 806  
Chicago, Illinois 60616

January 24, 2018

**Re: Request for No Stated Goals for Lenco Armored Vehicles**

**Specification: 512231**

**Requisition: 201578**

CPO Rhee,

The Chicago Police Department would like to request No Stated Goals be granted due to the type of services required for Lenco Armored Vehicles. A search of the City of Chicago's Certification and Compliance System (C2) website for MBE/WBE resulted in negative results for vendors that can provide the necessary service.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan L. Johnson".

Jonathan L. Johnson  
Commander  
Bureau of Organizational Development  
Chicago Police Department






DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**NO STATED GOAL REPLY MEMORANDUM**

TO: Jonathan L. Johnson  
Commander  
Chicago Department of Police

FROM:   
Rich Butler  
First Deputy Procurement Officer

DATE: FEB 8 2018

RE: Lenco Armored Vehicles  
Specification No. 512231 Requisition No. 201578

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After further review and consideration, the Department of Procurement Services approves the No Stated Goal request for the Lenco Armored Vehicle Sole Source Contract for the Chicago Department of Police.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer, at (312) 744-0845.

MJ:gs





## ILLINOIS EMERGENCY MANAGEMENT AGENCY

Bruce Rauner  
Governor

James K. Joseph  
Director

### NOTICE OF GRANT AGREEMENT

#### PART I - Notice of Grant Award to City of Chicago

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

The purpose of this grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2016 Homeland Security Grant Program, CFDA #97.067.

IEMA hereby grants to the Sub-recipient an amount not exceeding \$40,977,700.26 for the period from September 1, 2016, to July 31, 2019. The Sub-recipient hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state statutes, regulations, policies, and grant guidance.

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

#### PART II - Term

The term of this Agreement shall be from September 1, 2016, to July 31, 2019.

#### PART III - Scope of Work

The Sub-recipient will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Sub-recipient's FFY 2016 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

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

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

#### PART IV - Compensation Amount

The total compensation and reimbursement payable by IEMA to the Sub-recipient shall not exceed the sum of \$40,977,700.26.

#### PART V - Terms and Conditions

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

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

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

**METHOD OF COMPENSATION:** The Sub-recipient must submit reports or vendor invoices with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to IEMA's policies and procedures, in order to receive compensation through this Agreement. Such reports and invoices must be submitted to IEMA in accordance with IEMA policy and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. IEMA will not reimburse the Sub-recipient for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Sub-recipient shall maintain appropriate records of actual costs incurred and submit expenditure information to IEMA. No costs eligible under this Agreement shall be incurred after July 31, 2019.

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

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

**ACCOUNTING REQUIREMENTS:** The Sub-recipient shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Sub-recipient shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements. The applicable administrative requirements and cost principles originate from 2 CFR Part 200, as adopted by DHS at 2 CFR Part 3002.

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

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

**REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE:** If the total value of the Sub-recipient's active grants, cooperative agreements and procurement contracts from all federal assistance exceeds \$10,000,000 for any period of time during the performance of this federal award, the Sub-recipient shall comply with the requirements of 2 CFR Part 200, Appendix XII, which mandates reporting of certain legal proceedings in the System for Award Management (SAM).

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

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

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

TERMINATION FOR BREACH OR OTHER CAUSE: IEMA may terminate this Agreement without penalty to IEMA or further payment required in the event of

- A. Any breach of this Agreement that, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of IEMA's notice of breach to the Sub-recipient; or
- B. Material misrepresentation or falsification of any information provided by the Sub-recipient in the course of any dealing between the parties or between the Sub-recipient and any state agency.

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

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

WORK PRODUCT: The Sub-recipient acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support. The Sub-recipient shall affix the applicable copyright notice of 17 USC 401 or 402. The Sub-recipient is subject to requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards. The Sub-recipient agrees to consult with DHS FEMA GPD, through IEMA, regarding the allocation of any patent and intellectual property rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall prominently contain the following statement: *'This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security, or the State of Illinois.'*

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



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

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

**POSSESSION OF EQUIPMENT:** Title to equipment acquired by the Sub-recipient with federal funds vests with the Sub-recipient. "Equipment" means tangible, nonexpendable property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Sub-recipient shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in PART III - Scope of Work. Any variation to the intended use of the equipment outlined in PART III - Scope of Work by the Sub-recipient must be approved in writing by IEMA.

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA): The Sub-recipient understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills, and should involve disability inclusion experts as partners across all aspects of emergency planning.

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

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

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

#### PART VI – Special Conditions

The Rapid DNA equipment project in Investment Justification 3 shall not be used for mass arrest or mass booking events in accordance with Notice of Funding Opportunity (NOFO).

#### PART VII– Other Requirements

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

CONFLICT OF INTEREST: No official or employee of the Sub-recipient who is authorized in the Sub-recipient's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall

have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Sub-recipient shall establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**HATCH ACT:** The Sub-recipient will comply, as applicable, with provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**USE OF FUNDS:** The Sub-recipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of IEMA.

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

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

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

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

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

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

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

**LOBBYING:** In accordance with 31 USC 1352, the Sub-recipient shall not use any grant funds provided for in this Agreement to pay any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of federal assistance.

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

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

**BIDDING:** The Sub-recipient certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

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

**PROCUREMENT OF RECOVERED MATERIALS:** The Sub-recipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended, by procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**TEXTING WHILE DRIVING:** The Sub-recipient is encouraged to adopt and enforce policies that ban text messaging while driving vehicles when on official business or when performing any work for or on behalf of the Sub-recipient.

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

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

**DRUG FREE CERTIFICATION:** This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No Sub-recipient shall

receive a grant unless that Sub-recipient has certified that it will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant and debarment of grant opportunities with the State for at least one year but not more than five years.

The Sub-recipient certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Sub-recipient's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Sub-recipient's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying IEMA within ten days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Illinois Emergency Management Agency

By: [Signature]  
James K. Joseph, Director

DATE: 12/29/2016

By: [Signature]  
Jennifer L. Johnson, Chief Legal Counsel

DATE: 12/27/16

By: [Signature]  
Brett Cox, Chief Fiscal Officer

DATE: 12/29/16

Sub-recipient: City of Chicago

By: [Signature]  
Alicia Tate-Nadeau, Executive Director

DATE: 21 Dec 16

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