

FILE COPY

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Tri-Angle Fabrication & Body Co. for the product and/or services described herein.
(Name of Person or Firm)

This is a request for X (One-Time Contractor Requisition # 35375, copy attached) or _____ Term Agreement or
_____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the

_____ (Attach List) Pre-Assigned Specification No. _____
(Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____
Specification # _____

Company or Agency Name: _____

Modification #: _____

Contract or Program Description: _____

(Attach List, if multiple)

Originator Name

Telephone

Signature

Department

Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

PROCUREMENT HISTORY

The Hazmat Mobile Lab Glove Box is the final addition to complete the Hazmat Mobile Lab Containment Module. The Glove Box is a class III Biological Safety Cabinet (as defined by the CDC/NIH publication "Biosafety in Microbiological and Biomedical Laboratories 4th Edition) used to house and analyze the hazardous material within the vehicle. The entire Hazmat Mobile Lab which includes a Data Analysis Module and Containment Module is funded through the Department of Homeland Security Urban Area Security Initiative (UASI) grant funds. The Data Analysis Module and the Containment Module have been built through existing Department of Fleet contracts. The Glove Box is the final piece to this project and needs to be completed by March 2008.

ESTIMATED COST

\$81,950 (see attached quote)

SCHEDULE REQUIREMENTS

Because this project is funded with a UASI grant, the final acceptance must take place by March 31, 2008.

EXCLUSIVE OR UNIQUE CAPABILITY

The Mobile Lab allows the city the ability to protect against unknown chemical, biological, radioactive, or nuclear substances on the scene of a large-scale emergency. Data collected through the use of this Glove Box will be analyzed and used for crucial response decisions and monitoring during a catastrophic event. Highly toxic and potentially lethal solid, liquid, and gas samples that may be chemical, biological, radioactive, or nuclear in nature will be pushed into the custom class III Glove Box Biological Safety Cabinet through a specially sealed door on the outside of the Containment Module without posing a risk to the operators.

Because of the complex installation required including the High Containment Exhaust Filtration System, Tri-Angle Fabrication

& Body Company will be responsible for the entire purchase and installation of the Glove Box. The City has already made a substantial investment in building the Mobile Lab. This final addition must work with seamless interoperability between the Data Analysis Module and the Containment Module. Tri-Angle Fabrication & Body Company is a certified MBE vendor and will work with both the Containment Module vehicle vendor, Sutton Ford, and the Glove Box equipment vendor, McCrone Microscopes & Accessories.

OTHER

Vendor is certified MBE.

APPROVED BY: 
DEPARTMENT HEAD OR DESIGNEE

10/4/07
DATE


BOARD CHAIRPERSON

10/2/7
DATE

S. S. R. B.

DATE 10/18/07

APPROVED 4-0 PW

CONDITIONALLY
APPROVED _____

RETURN TO DEPT _____

DISAPPROVED _____

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(Program Name)

Pre-Assigned Specification No. _____

Pre-Assigned Contract No. _____

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Specification # _____

Modification #: _____

Company or Agency Name: _____

Contract or Program Description: _____

(Attach List, if multiple)

Originator Name

Telephone

Signature

Department

Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

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OTHER

Vendor is certified MBE.

APPROVED BY:

[Signature]
DEPARTMENT HEAD OR DESIGNEE

10/4/07
DATE

BOARD CHAIRPERSON

DATE

S. S. R. B.

DATE _____

APPROVED _____

**CONDITIONALLY
APPROVED _____**

RETURN TO DEPT _____

DISAPPROVED _____

DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: **October 4, 2007**
 REQ No.: **35375**

Contact Person: Jean Roberts
 Tel: 5-3681 Fax: 5-3700 E-mail: **jeanroberts@cityofchicago.org**

Project Manager: **Dan O'Connell and Ed Ebertsch**
 Tel: 4-8433 Fax: E-mail: **@cityofchicago.org**

PO No.: (if known):

Modification No.: (if known):

Previous PO No.: (if known):

Project Description: One vehicle installation & purchase of the HazMat Mobile Lab Glove Box Biological Safety Cabinet.

FUNDING:

City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
1	006	0M02	059	2005	0450				06DJ3D	81950

Estimated Value \$81,950.00

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

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.

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.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT

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

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: Requested Term (number of months):

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

DPS PROJECT CHECKLIST

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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 (fill in)

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.

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 and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address: s

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

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

DPS PROJECT CHECKLIST

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

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

- Detailed description of project listing obligations of each party.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form
- ITSC (approved by BIS)
- OBM (approved by Budget form/memo)
- Grant document attached

Attach any documentation indicating any previous purchase activity to assist in the procurement process

TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, 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.

Has the project been reviewed by DGS? Yes No

Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:

A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

DPS PROJECT CHECKLIST

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 and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

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

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:

TRI-ANGLE FABRICATION & BODY CO.

3701 S. ST. LOUIS AVE., CHICAGO, IL 60632
(773) 523-0421 - FAX (773) 523-8802

JOB ESTIMATE

NAME / ADDRESS
CITY OF CHICAGO ATTN: ED EBERTSCH / JEAN ROBERTS CHICAGO, IL 60616 USA

DATE
10/4/2007

Phone #	Fax #	E-mail	TERMS	REP
773/523-0421	773/523-8802	trianglefab@aol.com		
DESCRIPTION		QTY	COST	TOTAL
<p>#MCC-GBXC CUSTOM CLASS III GLOVEBOX AND HIGH CONTAINMENT EXHAUST FILTRATION SYSTEM WITH MODIFICATION TO VEHICLE FOR PASS-THROUGH DOOR</p> <p>PART I. PERFORMANCE DATA</p> <p>THE GLOVEBOX IS DESIGNED FOR PROTECTION FROM BIOLOGICAL AND CHEMICAL HAZARDS. THE GLOVEBOX IS A CLASS III BIOLOGICAL SAFETY CABINET (AS DEFINED BY THE CDC/NIH PUBLICATION "BIOSAFETY IN MICROBIOLOGICAL AND BIOMEDICAL LABORATORIES" 4th EDITION) WHEN CONNECTED TO THE PROPER EXHAUST VENTILATION SYSTEM.</p> <p>PART II</p> <ul style="list-style-type: none"> * WORK AREA DIMENSIONS: -36" W x 23" D x 27" H.* * OVERALL DIMENSIONS: -54" W x 23" D x 27" H. * CONSTRUCTED OF ALL WELDED 12 AND 16-GAUGE TYPE-316 STAINLESS STEEL WITH INTERIOR COVED CORNERS AND RADIUS BENDS. * POLISHED TO A 180-GRIT PHARMACEUTICAL GRADE (#4) FINISH. FACILITATES CLEANING AND DECONTAMINATION ALONG WITH PROVIDING A RIGID DURABLE STRUCTURE. 		1	81,950.00	81,950.00
			TOTAL	

SIGNATURE _____
Page 1

TRI-ANGLE FABRICATION & BODY CO.

3701 S. ST. LOUIS AVE., CHICAGO, IL 60632

(773) 523-0421 - FAX (773) 523-8802

JOB ESTIMATE

NAME / ADDRESS
CITY OF CHICAGO ATTN: ED EBERTSCH / JEAN ROBERTS CHICAGO, IL 60616 USA

DATE
10/4/2007

Phone #	Fax #	E-mail	TERMS	REP
773/523-0421	773/523-8802	trianglefab@aol.com		
DESCRIPTION		QTY	COST	TOTAL
<ul style="list-style-type: none"> * VIEWING WINDOW WILL BE AT A MINIMUM 3/8-INCH THICK CLEAR POLYCARBONATE SEALED TO THE GLOVEBOX WITH A STAINLESS STEEL FRAME AND APPROVED GASKETS. * WINDOW SLOPED AT AN ANGLE FOR OPERATOR COMFORT WITH TWO DOUBLE GROOVE STAINLESS STEEL GLOVE PORTS SEALED INTO THE WINDOW. THE GLOVE PORTS ALLOW GLOVE CHANGES WITHOUT BREAKING CONTAINMENT. * INTERIOR ILLUMINATED WITH A NON-GLARE FLUORESCENT LIGHT, MOUNTED IN A HOUSING SEALED WITH A STAINLESS STEEL FRAME AND APPROVED GASKETS. THE BULB IS REPLACED EXTERNALLY WITHOUT BREAKING CONTAINMENT. * INLET AND EXHAUST HEPA FILTERS WILL BE RATED AT 99.99% EFFICIENT AT A 0.3 MICRON PARTICLE SIZE, AND WILL BE SEALED INTO THE GLOVEBOX WITH STAINLESS STEEL FRAMES. SANITARY SHUT OFF BUTTERFLY VALVES PROVIDING FOR A COMPLETE SEALED INTERIOR. * SET OF SEALED ELECTRICAL RECEPTACLES LOCATED INSIDE THE GLOVEBOX * ACCESSIBLE CONTROL PANEL INCLUDING: DIGITAL AND MECHANICAL PRESSURE GAUGE, LOW-PRESSURE ALARM WITH AUDIBLE AND VISUAL FUNCTIONS, MAIN AND LIGHT ON/OFF POWER SWITCHES. * TRIPLE DOOR AIRLOCK WITH INLET HEPA FILTER FOR PURGING THE AIR IN THE AIRLOCK TO THE FILTRATION SYSTEM WITH SANITARY SHUT OFF BUTTERFLY VALVE. DOOR OPENINGS AR -12 x 12. 				
			TOTAL	

SIGNATURE _____
Page 2

TRI-ANGLE FABRICATION & BODY CO.

3701 S. ST. LOUIS AVE., CHICAGO, IL 60632
(773) 523-0421 • FAX (773) 523-8802

JOB ESTIMATE

NAME / ADDRESS
CITY OF CHICAGO ATTN: ED EBERTSCH / JEAN ROBERTS CHICAGO, IL 60616 USA

DATE
10/4/2007

Phone #	Fax #	E-mail	TERMS	REP
773/523-0421	773/523-8802	trianglefab@aol.com		
DESCRIPTION		QTY	COST	TOTAL
<ul style="list-style-type: none"> * AIRLOCK TWO DOOR INTERLOCK SYSTEM, PREVENTING BOTH DOORS BEING OPENED AT A TIME. * GLOVEBOX VHP READINESS (PORTS, VALVES, CIRCULATING FAN). * ONE PAIR OF BUTYL GLOVES WITH O-RING CLAMPS. * REQUIRES 120V, 60-Hz SINGLE-PHASE, 15 AMP DEDICATED CIRCUIT POWER SUPPLY. * APPROXIMATE WEIGHT 200 lbs. <p>FILTRATION SYSTEMS:</p> <ul style="list-style-type: none"> * CONSTRUCTED OF ALL WELDED 14 AND 16-GAUGE TYPE 316-STAINLESS STEEL POLISHED TO A 180-GRIT PHARMACEUTICAL GRADE (#4) FINISH. * NOMINAL DIMENSIONS: 49" L x 19" D x 23" H. * PROPERTY SIZED MOTOR-BLOWER PROVIDES THE NECESSARY EXHAUST AIRFLOW VOLUME AND NEGATIVE PRESSURE TO MAINTAIN THE GLOVEBOX IN A SAFE OPERATIONAL MODE. THE SYSTEM WILL OPERATE AT 60 CFM WITH GREATER THAN 0.5 INCHES OF NEGATIVE PRESSURE. * BAG-IN BAG-OUT DESIGN FOR FILTER CHANGE WITHOUT BREAKING CONTAINMENT, INCLUDES BAG AND SAFETY STRAP. * ONE 12 x 24 x 3 HEPA FILTER, RATED AT 99.99% EFFICIENT AT A 0.3-MICRON PARTICLE SIZE. 				
			TOTAL	

SIGNATURE _____
Page 3

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3701 S. ST. LOUIS AVE., CHICAGO, IL 60632

(773) 523-0421 - FAX (773) 523-8802

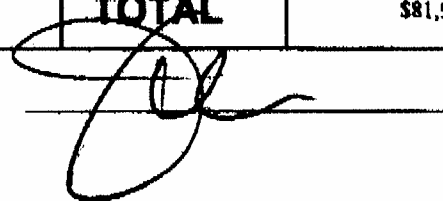
JOB ESTIMATE

NAME / ADDRESS
CITY OF CHICAGO ATTN: ED EBERTSCH / JEAN ROBERTS CHICAGO, IL 60616 USA

DATE
10/4/2007

Phone #	Fax #	E-mail	TERMS	REP
773/523-0421	773/523-8802	trianglefab@aol.com		
DESCRIPTION		QTY	COST	TOTAL
<ul style="list-style-type: none"> * TWO ASZM-TEDA CARBON FILTERS (12x24x2). * SAMPLING SYSTEM ALLOWING FOR CARBON BED ANALYSIS. * SANITARY BUTTERFLY SHUT OFF VALVES WILL BE PROVIDED AT THE INLET AND EXHAUST OF THE FILTRATION SYSTEM FOR COMPLETE SEALING OF THE FILTRATION SYSTEM. * DIGITAL PRESSURE GAUGE WITH VISUAL AND AUDIBLE ALARM, LOCATED IN THE GLOVEBOX CONTROL PANEL. * REQUIRES 115V. 60Hz SINGLE-PHASE, 15-AMP DEDICATED CIRCUIT POWER SUPPLY. * APPROXIMATE WEIGHT 260 lbs. <p>INCLUDES:</p> <ul style="list-style-type: none"> * FACTORY HELIUM LEAK AND PRESSURE DECAY TESTING AND HEPA FILTER CERTIFICATION. * OPERATION AND MAINTENANCE MANUAL. * 24 MONTH WARRANTY ON WORKMANSHIP AND PARTS. * CERTIFICATION AFTER INSTALLATION. * MODIFICATION TO VEHICLE FOR PASS-THROUGH DOOR, INCLUDING PARTS AND LABOR. 				
			TOTAL	\$81,950.00

SIGNATURE
Page 4





Rod R. Blagojevich, Governor
William C. Burke, Director

October 3, 2006

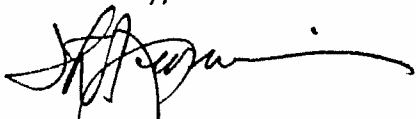
Andrew Velasquez III
Executive Director
City of Chicago
1411 West Madison Street
Chicago, Illinois 60607

Dear **Director Velasquez:**

Enclosed with this letter is the fully executed grant agreement(s). Please retain the enclosed copy for your files.

If you have any questions or need additional information, please feel free to contact me at 217-557-4757.

Sincerely,



Tom Zimmerman
Illinois Terrorism Task Force

Attachment

EXHIBIT 10-3-06
217-557-4757

NOTICE OF GRANT AGREEMENT

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

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2201 South Dirksen Parkway, Springfield, Illinois 62703-4554, and the City of Chicago (Grantee), 1411 West Madison Street, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2006 Homeland Security Grant Program, Urban Area Security Initiative (CFDA # 97.008).

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$39,195,000.00** for the period from the **date of execution to March 31, 2008**. The Grantee 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. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitutes the entire agreement between the parties. Each budget detail worksheet submitted by the Grantee and approved by the Grantor as an authorized expenditure of this Grant shall be considered an attachment of this Grant Agreement.

PART II - Term

The term of this Grant Agreement shall be from the **date of execution to March 31, 2008**.

PART III - Scope of Work

During the grant period, funds received by the Grantee will be utilized by the Grantee to purchase the equipment as identified in the attached budget detail worksheet.

The Grantee budget detail worksheet is provided in Attachment A. The Bi-annual Strategy Implementation Report (BSIR) template is provided in Attachment B. As each Grantee budget detail worksheet and BSIR is approved, it shall also be considered as an attachment of this Grant Agreement.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$39,195,000.00**.

PART V - Terms and Conditions

FISCAL FUNDING: The Grantor'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 DHS fails to provide the funds. The Grantor shall give Grantee's notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform shall cease upon notice by Agency of lack of appropriated funds.

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after **March 31, 2008**. The Grantee must submit final reimbursement documentation and final budget detail worksheet to the Grantor within 30 days after the expiration of the Grant Agreement.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with the Uniform Administrative Requirements for Grants to States (28 CFR 66); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

REPORTS: The Grantee shall submit a semi-annual programmatic activity narrative and financial report called the Bi-Annual Strategy Implementation Report (BSIR) to the Grantor upon the request of the Grantor throughout the performance period ending March 31, 2008. The financial report (BSIR) must include, at a minimum, the amount of funding received, obligated and expended for the time period designated by the Grantor.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS or any of their duly authorized representatives, permit the Grantor, DHS 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 Grantee involving transactions related to this grant agreement for three years from the date of submission of the final budget detail worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of Office of Management and Budget Circulars A-128 or A-133 have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

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

- A. Modifications may be required because of changes in State or Federal laws or regulations as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor 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 Grantee for expenses incurred under this agreement prior to termination.

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

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee 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, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, 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 Grantee 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.

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

DEBARMENT: The Grantee certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee 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 and 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 Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

WORK PRODUCT: All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges DHS, Office of Grants and Training (G&T), and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (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 Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from the Office of Grants and Training (G&T), United States Department of Homeland Security (DHS) and State of Illinois. 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 G&T, DHS or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacture's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the non-Federal entity. Equipment means tangible nonexpendable property, including exempt 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. However, consistent with a non-Federal entity's policy, lower limits may be established. A State shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with State laws and procedures.

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

PART VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee'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.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§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.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

PART VII - Certification

The Grantee certifies that it has fully implemented or will fully implement by September 30, 2006, all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is or will be on file with the Illinois Emergency Management Agency once completed.

The Grantee 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 Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee*.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4)*.

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

**See attachment that is incorporated herein by reference*

The Grantee certifies that it will return to the State all State or Federal grant funds that are not expended or are accidentally over-advanced. The State may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will 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.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business 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 |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

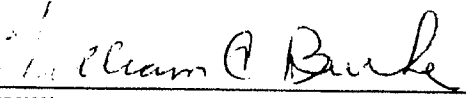
- (a) Publishing a statement:


- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor'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 contract or 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 (5) 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 Grantor's or contractor'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 contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) 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 is 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.

Grantor: IL Emergency Management Agency

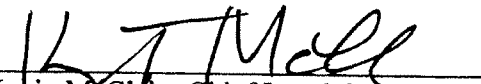
Grantee: **City of Chicago**

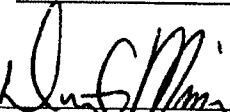
By: 
William C. Burke, Director

By: 
Andrew Velasquez, Executive Director

DATE: 10/2/06

DATE: 8/21/06

By: 
Kevin McClain, Chief Legal Counsel

By: 
Dennis Miner, Chief Fiscal Officer

DATE: 9/28/06

DATE: 9/28/06

SUPPLEMENT TO THE AGREEMENT

between the

State of Illinois Emergency Management Agency and the City of Chicago,
acting by and through its Office of Emergency Management & Communications,
regarding provisions contained in the
FY2006 Urban Areas Security Initiative Grant Agreement (the "Agreement")
September 20, 2006 – March 31, 2008

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

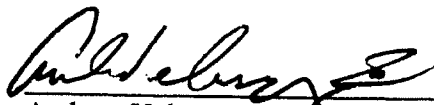
Part VII – Certification, Page 6 of 9

Bribery

The Parties agree that this section may not apply to the Grantee because the City is a political subdivision of the State and the Agreement is a grant from the State and not a procurement contract with the State. 30 ILCS 500/1-10.

Bid Rigging

The Parties agree that this certification may not apply to the Grantee because the City is a unit of State or local government and is not a "person" as defined under 720 ILCS 5/33E-2.



Andrew Velasquez III, Executive Director
Office of Emergency Management &
Communications



FINANCE / PAYROLL

07 OCT 12 PM 1:25

City of Chicago
Richard M. Daley, Mayor

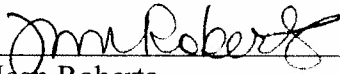
Chicago Fire Department

Raymond Orozco
Commissioner

14th Floor
10 West 35th Street
Chicago, Illinois 60616-3799
(312) 745-3705
(312) 745-3880 (FAX)
(312) 747-5047 (TTY)

<http://www.cityofchicago.org/fire>

TO: Barbara Lumpkin
Chief Procurement Officer
Department of Procurement Services
City Hall Room 403

FROM: 
Jean Roberts
Director of Finance
Chicago Fire Department

RE: SPECIFICATION: 60748
VENDOR: Tri-Angle Fabrication & Body Co.
REQUISITION: 35375
Sole Source request for a new Small Order Standard PO
Glove Box Biological Safety Cabinet

DATE: October 4, 2007

The Fire Department is requesting that the above mentioned requisition be processed as a Sole Source Standard PO. Please find the following attachments:

- 1) DPS Project Checklist.
- 2) Justification for Non-Competitive Procurement
- 3) FMPS requisition
- 4) Signed original vendor's quote
- 5) Grant documentation

The HazMat Mobile Lab Glove Box Biological Safety Cabinet is the final addition to this grant-funded project. The equipment and installation is highly technical and mistakes may have lethal consequences. Your assistance in this matter is appreciated. If you have any questions or require any further information please contact me at (312) 745-3681.



**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 059-4122 SPCL OPS 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 35375 PAGE: 1 DEPARTMENT: 59 - FIRE DEPARTMENT PREPARER: Jean L Roberts NEEDED: APPROVED: 10/2/2007
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REQUISITION DESCRIPTION

GLOVE BOX BIOLOGICAL SAFETY CABINET FOR HZMT MOBILE LAB SOLE SOURCE NEW CONTRACT
 SPECIFICATION NUMBER: 60748

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
1	41552 GLOVE BOX BIOLOGICAL SAFETY CABINET	81,950.00	USD	1.00	81,950.00							
SUGGESTED VENDOR:				REQUESTED BY: Jean L Roberts								
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.	
1	006	0M02	0592005	0450	220450	0000	00000000	06DJ3D	00000	0000	81,950.00	
LINE TOTAL:											81,950.00	
REQUISITION TOTAL:											81,950.00	