

*Part 08*  
*Req # 29099*

**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 SAFETY SYSTEMS for the product and/or services described herein.  
(Name of Person or Firm)

This is a request for \_\_\_\_\_ (One-Time Contractor Requisition # 35068, copy attached) or \_\_\_\_\_ Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of 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 #: 12697 Company or Agency Name: SAFETY SYSTEMS  
 Specification #: 46084 Contract or Program Description: HAZARDOUS PPE  
 Mod. #: \_\_\_\_\_ (Attach List, if multiple)

MICHAEL P. PALUMBE 5-5794 Michael Palumb Police 9/21/07  
Originator Name Telephone Signature Department Date

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

<input checked="" type="checkbox"/> PROCUREMENT HISTORY	<i>See Attached</i>
<input checked="" type="checkbox"/> ESTIMATED COST	<i>See Attached</i>
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS	<i>See Attached</i>
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	<i>See Attached</i>
<input checked="" type="checkbox"/> OTHER	<i>See Attached</i>

**S. S. R. B.**  
 DATE 9/21/07  
 APPROVED Dwy  
 CONDITIONALLY APPROVED  
 TURN TO DEPT...  
 APPROVED...

APPROVED BY: Michael Palumb 9/21/07 [Signature] 9/21/07  
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE  
Mawig. Shear

Department:	<b>Chicago Police Department</b>
Description of Request:	<b>Hazardous Duty PPE – Line Addition &amp; 2006 UASI Funding</b>
Vendor/Contractor:	<b>Safety Systems, Inc.</b>
Requisition #:	<b>35068</b>
Requested Award Amount:	<b>\$ 800,000</b>
Contract Terms:	<b>Unchanged</b>
Unit Assigned to:	<b>Commodities – Lorel Blameuser</b>
<b>Voting Results:</b>	<b>4-0 Approved</b>
<b>*Conditional Approval</b>	

## **Procurement History**

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

In April 2006 the Police Department along with the Fire Department went before the sole source committee and received approval for a catalogue contract for Safety Systems Corporation. The Police Department is currently utilizing the contract that was approved last December to acquire equipment through the use of DHS UASI grant funds. Safety Systems has recently become the recognized sole distributor for Lion Apparel haz-mat gear. The Police Department is requesting that this line of safety apparel be added to the existing catalogue contract with Safety System Corporation.

- 1 The equipment and tools that is being requested is for the Chicago Police Department's special Operations Section Critical Incident Response Program (CIRP) and the Special Weapons and Tactics (SWAT) Unit, as well as the Chicago Fire Department's Special Operations Division. This program is relative to our ability to safely, effectively, and efficiently provide law enforcement, hazardous materials and technical rescue response to Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) incidents. This request is a determination of what was needed in relation to equipment, training and operational procedures in order to bring the Chicago Police Department's CIRP/SWAT team to a level of operational readiness for CBRNE incidents. It has additional been determined that this equipment will be necessary for the Chicago Fire Department to be interoperable with the police department to be able to provide the necessary support to these operations.

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

2. This is an ongoing procurement project for this equipment by the Chicago Police Department.

**Explain attempts made to competitively bid the requirement.**

3. Safety Systems Corporation (SSC) is the sole source distributor of the listed manufacturers the Chicago Police Department has determined necessary to fulfill the mission that has been mandated upon us in response to the current level of possible terrorist activity.

**Describe all research done to find other sources.**

4. An internet search was conducted and it was determined that other than mail order, SSC is the distributor for the region. (In selecting the LANX CPO and

related PPE for use by the Critical Incident Response Program conducted significant research. During this research it was learned that the Chicago Fire Dept.

has recommended this PPE for use by the program when dealing with WMD incidents. Based on this recommendation the LANX CPO was obtained for the unit and all members of the program received training in the use of this protective gear.

Lion Apparel has been identified as a multi-threat garment that would greatly compliment the Police Departments ability to respond to an incident or threat.

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

5. Future procurement will be necessary due to the current climate of heightened security. The Federal Government, through the Department of Homeland Security, is distributing funding, on a yearly basis, to local municipalities to ensure the safety of its first responders and citizens.

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

6. At this juncture SSC is the only authorized distributor of the manufacturers that this department needs to utilize.

### **ESTIMATED COSTS**

**What is the estimated cost for this requirement? What is the funding source?**

1. The funding source is the 2006 Urban Area Security Initiative grant. We have received approximately \$800,000 in the 2006 UASI Grant for PPE for the Police Department.

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

2. As the funding for this type of equipment is dependant on monies received from the Department of Homeland Security it is impossible to make estimates.

**Explain the basis for estimating the cost and what assumptions were made and/or data used.**

3. The cost of the PPE equipment is estimated from a quotation provide by Safety Systems Corporation. This department approves of the stated quotation.

**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.**

4. The City has no investment in the design of any of the items requested.

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

5. See Number 3 above.

### **Schedule Requirements**

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

1. This department received final approval to expend this money in December 2005. The ensuing months were spent researching the most appropriate avenue of obtaining this equipment. The current expiration date of the UASI funding is **December 31, 2006**. It is imperative for this department to have a contract released with priority to ensure that all PPE can be ordered and paid by this expiration date. The City cannot afford to lose this amount of funding. The current 2006 UASI grant is funded through **31 March 2008**. It is imperative for this department to have the contract released with priority to ensure that all PPE can be ordered and paid for by the expiration date. The City can not afford to lose this amount of funding.

**Is the lack of drawings and/or specifications a constraining factor to competitive bidding?**

2. D/N/A.

**Outline the required schedule by delivery or completion dates and explain the reason why the schedule is critical.**

3. See Number 1 above.

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

4. Competitive bidding is not possible. That said, prices are always going up and have done so since we first obtained a quote from SSC for these items. As soon as a contract can be released, the sooner the City can have stable, consistent pricing.

## **Exclusive or Unique Capability**

**If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills they possess.**

1. DNA

**Does the proposed firm have personnel considered predominant in the particular field?**

2. DNA

**What prior experience of a highly specialized nature does the person or firm possess?**

3. DNA

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

4. DNA

**What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job?**

5. DNA

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

6. The PPE equipment is intended to be used to enhance the capabilities of the CIRP team to safely respond to chemical biological, radiological, Nuclear and explosive incidents. Every piece of equipment will be used to enhance the Chicago Police Department's response to a CBRNE incident- terrorist or otherwise. The equipment allows the responding officers to go safely into a contaminated environment for up to eight hours. If a critical incident involves an offender threatening violence, police officers must enter and contain or neutralize the offender before anything else can be done. This equipment is used throughout the state, by other municipalities and the Illinois State Police. Compatibility is essential considering that, if needed due to a large scale even, our department would be working in conjunction with other law enforcement agencies. Having the same type of equipment is vital.

Below are some examples to demonstrate this point:

In selecting the LANX CPO and related PPE for use by the Critical Incident Response Program conducted significant research. During this research it was learned that:

- ∅ The Chicago Fire Department has recommended this PPE for use by the program when dealing with WMD incidents. Based on this recommendation the LANX CPO was obtained for the unit and all members of the program received training in the use of this protective gear. It should be noted that at this point, all of this previously obtained LANX equipment is beyond its service life and can not be used other then for training.
- ∅ The LANX CPO is in use with the U.S Military and is the standard MOP (Mission Oriented Protective Clothing) issued to soldiers at this time.
- ∅ Other then minor cosmetic differences, the LANX requested is the same as that used by the New York Police Department.
- ∅ The LANX CPO is the standard PPE used by the Center for Domestic Preparedness during COBRA-HOT training in Anniston, Alabama. During this training R/Lt. and other members of the program have used the LANX CPO during training with live nerve agents. )

LANX CPO are out of service but available for training, the LANX obtained in this request will only be taken from its vacuum packaging in the event of a real or suspected incident. Keeping the LANX in its protective packaging increases the life span of the garments from two to twelve years. For this reason it is anticipated that only minimal replacement orders will be necessary.

- The Critical Incident Response Program would like to add the Lion Apparel MTX-49 garment to the program. The garment is a multi-threat light weight suit that would allow for greater range of motion and increased mobility. The garment is re-usable for multiple wears, if not exposed or contaminated.

**Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data?**

7. Competition is precluded because SSC is the sole distributor for much of these goods. The use of Safety Systems as the vendor for the LANX CPO and Lion Apparel will allow for service and direct training provided by Safety Systems which would not be possible if another vendor is used due to the close proximity of Safety Systems to the City of Chicago.



**If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from other sources?**

8. Replacement parts and maintenance service is provided through SSC.

**MBE/WBE Compliance Plan**

Negotiations are on-going.

# 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: 9/12/07  
 REQ No.: 35068  
 Specification No.: (if known): 46084  
 PO No.: (if known): 12697  
 Modification No.: (if known): \_\_\_\_\_  
 Project Description: HAZARDOUS DUTY PPE

Contact Person: PALUMBO  
 Tel: 5-5794 Fax: 5-6841 E-mail: \_\_\_\_\_@cityofchicago.org  
 Project Manager: SAME  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_@cityofchicago.org  
 Previous PO No.: (if known): \_\_\_\_\_

**FUNDING:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	<u>05</u>	<u>0M01</u>	<u>57</u>	<u>0571005</u>	<u>0400</u>		<u>2204000</u>			<u>800,000.00</u>

Estimated Value \$ 800,000.00

\*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



**Safety Systems Corporation**

50 N. Gary Avenue Suite B  
Roselle, IL 60172  
Phone: 630-339-8000  
Fed Tax ID: 36-3325863

**QUOTATION**

**40152**

**SSC Fax# 630-339-8098**

Attention To: Michael Palumbo  
  
**BILL TO:** Chicago, City Of, Department Of Purchasing  
CHI12 121 N Lasalle Street  
City Hall, Room 403  
Chicago, IL 60602  
312-744-4900

Attention To: Michael Palumbo  
  
**SHIP TO:** Chicago Police Department  
Special Operations Section  
3340 W. Filmore Street  
Chicago, IL 60624  
312-746-7180

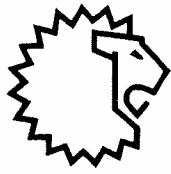
QUOTE DATE	PURCHASE ORDER	PAYMENT TERMS	SALESMAN	INSIDE SALES	BUYER	SHIPPED VIA
9/5/2007	CHICAGO	Net 60 Days	Kurt Wilhelm	Denise Dollar	Michael Palumbo	UPS Ground

Quantity	Item #	Description	Price	Amount
1	LION MT94 Tactix Suit	12.28% Discount off catalog	\$0.00	\$0.00

**Comments:** Quote valid for 60 days  
Primary POC: Kurt Wilhelm, Tel: 630-973-8572  
Secondary POC: Denise Dollar, Tel: 630-339-8045, denised@safetysystemscorp.com

**FOB:** Roselle

<b>TOTAL ALL PAGES:</b>	<b>\$0.00</b>
<b>FREIGHT:</b>	\$0.00
<b>0.00% TAX:</b>	\$0.00
<b>OTHER TAX:</b>	\$0.00
<b>OTHER:</b>	\$0.00
<b>GRAND TOTAL:</b>	<b>\$0.00</b>



# Lion RescueWear™

## TACTIX®

**MT94™ FIRE SERVICE AND LAW ENFORCEMENT**

Multi-threat protection in a multi-wear garment



**Chempak**  
ULTRA BARRIER FABRICS

**Safety Systems Corporation**

50 North Gary Avenue, Suite B • Roselle, IL 60172  
Phone: 630.339.8000 • Fax: 630.339.8098  
[www.safetysystemscorp.com](http://www.safetysystemscorp.com)



**LION**  
APPAREL

Protective Systems Group

MT94™ LAW  
ENFORCEMENT

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### **MT94™ — REDEFINING MULTI-THREAT GEAR**

What separates the MT94™ from other NFPA 1994 Class 2 garments is its combination of durability, mobility, and comfort. The MT94™ employs GORE™ CHEMPAK® Ultra Barrier fabric. The GORE CHEMPAK Ultra Barrier fabric is a thin, lightweight, and high-strength PTFE film with a tough NOMEX® outer shell. When combined with the streamlined design of the MT94™, it delivers outstanding protection and creates a significant reduction in weight and bulk. This provides a greater range of motion, increased mobility, and ease in donning and doffing, allowing personnel to perform tasks with minimal restrictions.

### **MULTIPLE WEARS AND WASHINGS**

The MT94™ is re-usable for multiple wears and washings, if not exposed or contaminated. The GORE CHEMPAK Ultra Barrier fabric has increased tear strength to stand up to the rigors faced in fire, law enforcement, and emergency scenarios. When projected over the useful life of the garment, it means a greater value for your investment.

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Available in navy and tan.



MT94™ FIRE  
SERVICE

# TACTIX™

## MT94™ FIRE SERVICE AND LAW ENFORCEMENT

Lightweight and comfortable multi-wear,  
multi-threat protection

### MT94™ MULTI-THREAT GEAR

The Tactix® MT94™ is a multi-wear, multi-threat garment that provides vapor, liquid, and FR protection to fire, law enforcement, and emergency service personnel at chemical/biological terrorism incidents.

### APPLICATIONS:

- Technical Rescue
- Contaminated Rescue
- HAZMAT
- Confined Space Rescue
- Decon
- S.W.A.T. — Narcotics High-Risk Entries
- Bomb — Secondary Threat Protection

Available in tan and navy.

  
**Chempak**  
ULTRA BARRIER FABRICS

**3M** Scotchlite™  
Reflective Material

DuPont™  
**NOMEX**



# Lion RescueWear™

## TACTIX®



**Protective Systems Group**  
**6450 Poe Avenue**  
**Suite 300**  
**Dayton, OH 45414**  
**Phone: 800/421-2926**  
**Fax: 877/803-1032**  
**Internet: <http://www.lionrescuewear.bz>**

Lion RescueWear and Tactix are tradenames of Lion Apparel.  
CHEMPAK, GORE, and designs are trademarks of W.L. Gore & Associates, Inc.  
NOMEX is a registered trademark of E.I. du Pont de Nemours and Company.  
3M and Scotchlite are trademarks of 3M company.

19 January 2007

Mr. Kurt Wilhelm  
Government Sales Manager  
Safety Systems Corporation  
50 North Gary Avenue  
Suite B  
Roselle, Illinois 60172



Re: Contract 12697

6 4 5 0  
P O E A V E

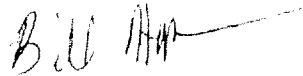
Dear Mr. Wilhelm;

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Suite 300  
DAYTON  
O H I O  
4 5 4 1 4

This letter certifies that Lion Apparel Incorporated of Dayton Ohio will support Safety Systems Corporation of Roselle Illinois and their distribution of the MT94 Chemical Protection suit. We recognize and support the Sole Source Contract with the City of Chicago Illinois and Safety Systems as our exclusive distributor to supply equipment on this contract.

Sincerely,



Bill Hapner  
Sales & Marketing Manager  
Lion Government Group

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800.548.6614  
TEL 937.898.1949  
FAX 937.898.2848

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

## 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  
William C. Burke, Director

By: Andrew Velasquez  
Andrew Velasquez, Executive Director

DATE: 10/2/06

DATE: 8/21/06

By: Kevin McClain  
Kevin McClain, Chief Legal Counsel

By: Dennis Miner  
Dennis Miner, Chief Fiscal Officer

DATE: 9/28/06

DATE: 9/28/06



Richard M. Daley  
Mayor

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

Dana V. Starks  
Interim Superintendent of Police

September 12, 2007

Barbara A. Lumpkin  
Chief Procurement Officer  
Department of Procurement Services  
City Hall Room 403

**ATTN: CHRISTINE SMITH**

**SUBJECT: SOLE SOURCE AGENDA: SEPTEMBER 20, 2007  
REQUISITION NUMBER 35068  
PURCHASE ORDER NUMBER 12697  
SAFETY SYSTEM LINE ITEM ADDITION AND  
2006 UASI FUNDING ADDITION**

It is respectfully requested that the above subject matter be slated for the September 20, 2007 Sole Source Review Board agenda. To that end, attached please find;

- 1) One Justification for Non-Competitive Procurement.
- 2) One DPS Project Checklist.
- 3) Requisition Number 35068.
- 4) Vendor quote 40152 and catalog.
- 5) One manufacturer's sole distributorship letter.
- 6) Copy of the UASI Grant language.

Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. Palumbo".

Michael P. Palumbo  
Contract Administrator  
Chicago Police Department

07 SEP 12 PM 2:55

## Christine Smith - Sole Source Agenda

**From:** "Palumbo, Michael" <Michael.Palumbo@chicagopolice.org>  
**To:** Christine Smith <csmith@cityofchicago.org>  
**Date:** 9/12/2007 11:41 AM  
**Subject:** Sole Source Agenda  
**CC:** "Douglas Yerkes [dyerkes@cityofchicago.org]" <dyerkes@cityofchicago.org>, "Risley, John J." <John.Risley@chicagopolice.org>, "O Malley, Patrick K." <Patrick.OMalley@chicagopolice.org>, "Serb, Joseph A." <Joseph.Serb@chicagopolice.org>, "Shear, Marv" <Marv.Shear@chicagopolice.org>, "James, Michele" <Michele.James@chicagopolice.org>, "Ming, Leo" <Leo.Ming@chicagopolice.org>, "Frazier, Gloria" <Gloria.Frazier@chicagopolice.org>, "SUSIE PARK[spark@cityofchicago.org]" <spark@cityofchicago.org>

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Christine,

Attached please find a cover letter for a UASI-related matter that CPD requests gets scheduled for the September 20, 2007 Sole Source Review Board Agenda. The original, complete package is in the mail en route to you.

Thank You,

Michael P. Palumbo  
Contract Administrator  
Chicago Police Department  
Phone: 312-745-5794  
Pax: 0592  
Fax: 312-745-6841

Req# 29099

**CITY OF CHICAGO  
PRE-APPROVED  
MODIFICATION / OVERRIDE REQUISITION**

Copy (Department)

<b>DELIVER TO:</b>  P25 FINANCE DIVISION 3510 S. MICHIGAN - RM 3060 Chicago, IL	<b>REQUISITION:</b> 35068 For PO Number: 12697  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 57 - DEPARTMENT OF POLICE <b>PREPARER:</b> Esther M Shelby <b>NEEDED:</b> <b>PRE-APPROVED</b> 9/11/2007
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**REQUISITION DESCRIPTION**

REQUEST TO INCREASE CONTRACT LIMIT (\$800,000) AND ADD LINE ITEM: SAFETY SYSTEMS-PO 12697  
 SPECIFICATION NUMBER: 46084

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	68008.04 PERSONAL PROTECTION EQUIPMENT, LION APPAREL	125,000	USD	0.00	0.00

<b>SUGGESTED VENDOR:</b>							<b>REQUESTED BY:</b> Esther M Shelby				
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	
1	005	0M01	0571005	0400	220400	0000	00000000	05CM3B	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
2	68008 INCREASE CONTRACT LIMIT	800,000	USD	0.00	0.00

<b>SUGGESTED VENDOR:</b>							<b>REQUESTED BY:</b> Esther M Shelby				
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	
1	005	0M01	0571005	0400	220400	0000	00000000	05CM3B	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

**REQUISITION TOTAL: 0.00**

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.  
 Requisitions prepared incorrectly will be returned to the using department.