

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 CANBLER INDUSTRIES for the product and/or services described herein.

(Name of Person or Firm)

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

(Program Name) (Attach List) Pre-Assigned Specification No. _____
 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 #: _____ Company or Agency Name: _____

Specification #: _____ Contract or Program Description: _____

Mod. #: _____ (Attach List, if multiple)

MICHAEL PALUMBO
 Originator Name

5-5794
 Telephone

[Signature]
 Signature

Police
 Department

12/25/07
 Date

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

| | |
|--|---|
| <input checked="" type="checkbox"/> PROCUREMENT HISTORY <u>See Attached</u> | S. S. R. DATE <u>11/15/07</u> APPROVED <u>[Signature]</u> |
| <input checked="" type="checkbox"/> ESTIMATED COST <u>See Attached</u> | CONDITIONALLY APPROVED _____ RETURN TO DEPT _____ DISAPPROVED _____ |
| <input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS <u>See Attached</u> | |
| <input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY <u>See Attached</u> | |
| <input checked="" type="checkbox"/> OTHER <u>See Attached</u> | |

APPROVED BY: [Signature]
 DEPARTMENT HEAD OR DESIGNEE DATE _____

[Signature]
 BOARD CHAIRPERSON DATE 11/19/07

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev. 8/14)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attached a complete CPAC Project Checklist, and any other required forms (see **Other #1**, below). The Board will not consider justification with incomplete information documentation.

PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

1. All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site.

OTHER

1. Explain other related considerations and attach all applicable supporting documents (an approved information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee.
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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: _____ Contact Person: *M. PALUMBO*
 REQ No.: *35878* Tel: *5-5794* Fax: *5-6841* E-mail: _____
 Specification No.: (if known): *61529* @cityofchicago.org
 PO No.: (if known): *#* Project Manager: _____
 Modification No.: (if known): _____ Tel: _____ Fax: _____ E-mail: _____
 Project Description: _____ Previous PO No.: (if known): _____
 @cityofchicago.org

RADIATION MONITORS & ACCESSORIES

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 |
|------|------------|-------------|-----------|----------------|-------------|---------------|------|---------|---------------|------------------|
| | <i>005</i> | <i>0M01</i> | <i>57</i> | <i>0571005</i> | <i>0400</i> | <i>220400</i> | | | <i>05C433</i> | <i>82,555</i> |
| | | | | | | | | | | |
| | | | | | | | | | | |

Estimated Value \$ *82,555*

*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): *60 MONTH*

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:

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 BIS? Yes No

Attach copy of BIS 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:

Haz Mat Radiation and Accessories Devices
(MiniRadiac Personal Radiation Monitor)
071015

PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

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

Events in the post-911 world indicate that there is a growing threat of terrorist action against major cities in the United States. This threat includes the use of radiological or nuclear materials. As a result, there is now a nationally recognized need for radiation detection devices for use by first responders, particularly police officers, to identify and combat this threat.

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

This equipment has previously been identified as needed by the Chicago Fire Department and procured through purchase order no. 11480.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

This equipment is supplied directly from the manufacturer and not through dealers.

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

Research has been done including field testing of a competitor's equipment in 2005. This competitor's equipment, the Thermo Electron 1703G is not the equivalent because among other items it was not equipped with a radiological dosimeter. Additionally, other agencies have been contacted to determine if any other equivalent items have been procured with negative results.

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

The previous purchase made by the Chicago Fire Department was made on a one-time basis. As a result, the Chicago Police Department is unable to make this purchase under that previous contract. Future needs for these devices by the Police Department or other City agencies is as yet unknown. As a result, extensions of this contract to cover the procurement of additional units may be required by the Police Department and/or other City agencies. For this reason, it is requested that this contract be for a period of five years.

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

As long as the policy of the manufacturer remains the same and competitive equipment is not available, procurement of these items will not be possible through competitive bid.

ESTIMATED COST “ ESTIMATED COST “

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

At this time the cost of this requirement is as outlined under the following table. The funding source for this purchase is federal UASI funding.

| PRODUCT | MODEL # | |
|---|----------------|--|
| UltraRadiac – Personal Radiation Monitor <ul style="list-style-type: none"> ➤ Unit and case provided in black ➤ Audible, visual & vibrating alarms ➤ Roentgen units | MRAD213 | |
| UltrRad Utility Software | S900C | |
| IR-Reader for Software | EXT-1R | |
| CD-Rom Training Software | MRAD-TRN | |
| Inspector – 1000 Isotope Identifier Portable MCA w/2x2 IPROS-2 Self Stabilizing NaI probe Includes: Soft case, charger, probe cable, car charger, and Spectroscopy and Utility software and Manuals. Also includes USB/PC cable | INIKS-2 | |
| Hard (pelican type) case for Inspetor 1000 | INIKHCA | |

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

After the initial purchase of items outlined in the above table, future purchases will be dependant on the funding available in future years.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. Budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).

After the initial purchase of items outlined in the above table, future purchases will be dependant on the funding available in future years.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

See Procurement History Question 4.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

Manufacturer letter attached.

MBE/WBE COMPLIANCE PLAN

1. All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, Which is available on the Procurement Service page on the City's intranet site.

As with the previous Chicago Fire Department awarded contract, MBE/WBE negotiations will be attempted.

OTHER "OTHER"

1. Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

REVIEW AND APPROVAL "REVIEW AND APPROVAL"

This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board Head or authorized designee. After

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

Does Not Apply.

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

The price quoted is the same pricing as offered to the Chicago Fire Department and is acceptable to the Police Department.

SCHEDULE REQUIREMENTS "SCHEDULE REQUIREMENTS"

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

DNA

2. Is lack of drawings and /or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

DNA

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

DNA

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

Any delay in procurement of this equipment may have a negative impact on the capability of the Police Department to detect the presence of radiological/nuclear materials, or lack thereof.

EXCLUSIVE OR UNIQUE CAPABILITY “EXCLUSIVE OR UNIQUE CAPABILITY”

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.

DNA
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

DNA
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

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

DNA
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which make them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

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

The equipment will be used by officers including members of the SWAT team and Critical Incident Response Program when responding to incidents which may involve the use or threatened use of radiological or nuclear materials. In addition, this equipment will be used by officers conducting their normal duties to identify and map locations throughout the City which have an abnormal level of naturally occurring radiation thereby allowing for mapping of these locations.

By procuring the same equipment used by the Chicago Fire Department as well as other law enforcement and fire agencies in the State of Illinois, compatibility and interoperability among these agencies will be enhanced.

Scope of Work

General Scope of Work

The contractor must furnish to the City of Chicago, Chicago Police Department Haz Mat Radiation and Accessories Devices, Ultraradiac Personal Radiation Monitors furnish all necessary labor, materials and equipment necessary to complete the work.

The Chicago Police Department intends to purchase Haz Mat Radiation and Accessories Devices that detect Alpha, Beta and Gamma radiations. Canberra Industries, Inc., is the sole provider of these specific radiation devices. These devices are utilized to inspect the area to determine the safety of the location.

Product

| PRODUCT | MODEL # | |
|--|----------------|--|
| UltraRadiac – Personal Radiation Monitor <ul style="list-style-type: none">➤ Unit and case provided in black➤ Audible, visual & vibrating alarms➤ Roentgen units | MRAD213 | |
| UltrRad Utility Software | S900C | |
| IR-Reader for Software | EXT-1R | |
| CD-Rom Training Software | MRAD-TRN | |
| Inspector – 1000 Isotope Identifier Portable MCA w/2x2 IPROS-2 Self Stabilizing Nal probe Includes: Soft case, charger, probe cable, car charger, and Spectroscopy and Utility software and Manuals. Also includes USB/PC cable | IN1KS-2 | |
| Hard (pelican type) case for Inspector 1000 | IN1KHCA | |

Locations

D N A

Site Visits/ Pre-Bid Meetings

D N A

Contractor Qualifications

Contractor must provide radiation detectors which have been proven by use in the Chicago Fire Department and other Illinois law enforcement agencies.

Employee Qualifications

Use standard procurement language

Performance Standards

The contractor will contact Lieutenant Joseph Serb at 312 746-7150 upon the award of the contract and throughout the construction process to discuss the progress of the project.

Compensation and Increases

Use standard procurement language.

Working Hours

Work is to be completed at the contractor's facility during hours determined by the contractor.

Contract Terms and Extensions

This contract will remain in effect for five years, 3 year initial with 2 one year extension options.

MBE/WBE/DBE Compliance

Will be negotiated

User Department Contacts

The contractor can contact the below listed person with any issues:

Lieutenant Joseph A. Serb
Critical Incident Response Program Coordinator
Special Functions Section
3340 W. Fillmore
Chicago, Illinois 60624
312 746-7150
Joseph.Serb@ChicagoPolice.org

DETAILED SPECIFICATIONS

The contractor must furnish to the City of Chicago Police Department Special Functions Section and other City of Chicago Departments, Haz Mat Radiation and Accessories Devices, Mini Radiac Personal Radiation Monitor, furnish all necessary labor, materials and equipment necessary to complete the work.

The Chicago Police Department intends to purchase Haz Mat Radiation and Accessories Devices that detect Alpha, Beta and Gamma radiation.

| PRODUCT | MODEL # | |
|---|----------|--|
| UltraRadiac – Personal Radiation Monitor <ul style="list-style-type: none">➤ Unit and case provided in black➤ Audible, visual & vibrating alarms➤ Roentgen units | MRAD213 | |
| UltrRad Utility Software | S900C | |
| IR-Reader for Software | EXT-1R | |
| CD-Rom Training Software | MRAD-TRN | |
| Inspector – 1000 Isotope Identifier Portable MCA w/2x2 IPROS-2 Self Stabilizing NaI probe Includes: Soft case, charger, probe cable, car charger, and Spectroscopy and Utility software and Manuals. Also includes USB/PC cable | INIKS-2 | |
| Hard (pelican type) case for Inspector 1000 | INIKHCA | |

TECHNOLOGICAL ADVANCEMENT

During the contract period if any of the above items are rendered obsolete or technology has advanced to better serve the City of Chicago, those items may be added to the contract. Price negotiation of new technology may be granted by the authority of the Department of Procurement Services.

WARRANTY

At a minimum, the Contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without cost to the City, replace all defective designs, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the Haz Mat Radiation and Accessories Devices is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail.

Insurance and Safety

Use standard procurement language

Price Lists/ Catalogs

Use standard procurement language

Warranty/Guarantee

At a minimum, the Contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without cost to the City, replace all defective designs, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the Haz Mat Radiation and Accessories Devices is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail.

Diagrams/Technical Drawings

Use standard procurement language

GUARANTEE

The Contractor must furnish a guarantee for the Haz Mat Radiation and Accessories Devices provided under this contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective Haz Mat Radiation and Accessories Device and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the Haz Mat Radiation and Accessories Devices is delivered to and accepted by the City. If a longer guarantee can be furnished, at no cost to the City, the longer period will prevail.

TRAINING AND TECHNICAL ASSISTANCE

The contractor will provide professional technical training to the City personnel regarding this purchase as needed, at no cost to the City. Training is to be conducted during days or evenings, either on site or at the Contractor's training facility, whichever is most convenient to the personnel being trained.

The contractor will, at no additional cost to the City, provide trained personnel to assist the City in placing the unit in service and/or to instruct City personnel in the proper operation and maintenance of the equipment.

STANDARD EQUIPMENT

Experimental Haz Mat Radiation and Accessories Devices will not be acceptable. Haz Mat Radiation and Accessories Devices which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industrial channels for at least one (1) year prior to the offering of this bid, will be considered experimental. The City reserves the right to wave or take exception to this requirement if it be to the City's advantage or best interests.

The Contractor must furnish evidence upon request that the item to be furnished has been commercially available through that manufacturer to the trade for a period of not less than one (1) year and has been fully tested to the satisfaction of the Chief Procurement Officer.

GENERAL CONSTRUCTION

The Haz Mat Radiation and Accessories Devices furnished must be the manufacturer's latest models. Appurteance and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery must be included. Each complete unit must conform to the best practices known to the trade in strength, quality of material

and workmanship and be subject to the specification in full. The specification must be constructed as minimum and shall be furnished. The City reserves the right to wave or take exception to this requirement if it be in the City's advantage or best interest.

EXCEPTIONS

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

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

PROPOSAL AND PURCHASE ORDER PAGES

PROPOSAL AND PURCHASE ORDER PAGES



August 10, 2006

To Whom It May Concern:

Please be advised that Canberra Industries, Inc. is the sole manufacturer of the UltraRadiac** Personal Radiation Monitor. The unit has been specifically designed to be used by first responders and the conditions they may encounter. Canberra maintains its own sales force and does not deal through any contracted independent distributors. All orders for this product are handled through corporate headquarters in Meriden, CT. The unit is manufactured in our Meriden, CT., plant.

Thank you for your interest in Canberra nuclear instrumentation. I hope this information is sufficient to justify the purchase. Complete specifications for the unit can be found at our website canberra.com. Should you have additional questions, please contact me.

=====
** [UltraRadiac: formerly known as MiniRadiac]

Sincerely Yours,

Sig Ditzig

Siegfried Ditzig (Zig)
Midwestern System Account Manager
Canberra Industries, Inc.
Ph: 440-878-0888
Fax: 440-878-0898
sditzig@canberra.com

Canberra Industries
800 Research Parkway - Meriden, CT 06450

Quotation

Customer: Chicago Police Department
Special Operations Section
3340 W. Filmore
Chicago, IL 60624

Page 1
Date 09/26/07
Quote effective for: 60 Days
F.O.B.: Meriden, CT
Terms: Net 60 Days w/app'd credit

Attn: Lt. Joe Serb/ CIRP Coordinator
Tel: 312-746-7150

Delivery (Est): 30-60 Days, ARO

Our Ref: SD02020701

| ITEM No. | MODEL No. | DESCRIPTION | QTY | Unit Price in U.S. \$ | Total Price in U.S. \$ |
|--|-----------|--|-----|-----------------------|------------------------|
| 1 | MRAD213 | UltraRadiac - Personal Radiation Monitor - Unit and Case provided in Black. - Audible, Visual, & Vibrating Alarms - Roentgen Units NOTE: Same MRAD unit price as order by Chicago FD 12/06 | 143 | \$500 | \$71,500 |
| 2 | S900C | UltrRad Utility Software | 2 | \$500 | \$1,000 |
| 3 | EXT-1R | IR-Reader for Software | 2 | \$150 | \$300 |
| 4 | MRAD-TRN | CD-Rom Training Software | 1 | no charge | no charge |
| 5 | IN1KS-2 | Inspector -1000 Isotope Identifier Portable MCA w/2x2 IPROS-2 Self Stabilizing NaI probe Includes: Soft Case, charger, probe cable, car charger, and Spectroscopy and Utility software and Manuals. Also Includes USB/PC Cable | 1 | \$9,475 | \$9,475 |
| 6 | IN1KHCA | Hard (pelican type) case for Inspector 1000 Freight cost not to exceed \$100 | 1 | \$280 | \$280 |
| FOB Destination Total | | | | | \$82,555 |
| Canberra Terms at: http://www.canberra.com/terms.asp | | | | | |

REPRESENTATIVE:

Siegfried Ditzig
Canberra Industries
Tel.: (440) 878-0888(Office)

Quoted By: Sig Ditzig
Sig Ditzig

Equipment Quoted for Domestic U.S Only



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

NOTICE OF GRANT AGREEMENT

Part I - Notice of Grant Award to the City of Chicago, Illinois

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 110 East Adams Street, Springfield, Illinois 62701-1109, and the City of Chicago, Illinois, through the Office of Emergency Management and Communications (Grantee), 121 North LaSalle Street, Chicago, Illinois 60602.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2005 Appropriation for the Urban Area Security Initiative (UASI) (CFDA #97.008) to continue to develop and enhance the UASI program for the City of Chicago.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$22,465,000 for the period from the date of final execution to December 31, 2006. 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 constitute 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 final execution by the Grantor through December 31, 2006.

2005 City of Chicago
Urban Area Security Initiative
Page 1 of 9

Part III - Scope of Work

The scope of this grant includes: the enhancement of a public safety information system (Studio 1A), equipping first responder vehicles with wireless computers with voice/text/image/video data capabilities, conducting training of ODP-approved courses, conducting the required IED exercise, the continuation of an Urban Area-wide interoperable communications system to include transition City departments to common UHF frequencies, assessment of key critical infrastructure with recommendations for hardening of selected sites, equipping the City's first responders, and an allowance for management and administration of the grant. The Grantee budget detail worksheet and narrative is provided in Attachment A.

Part IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$22,465,000.

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 the Grantee 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 December 31, 2006.

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.

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 every January 15 and July 15 throughout the performance period ending December 31, 2006. The financial report (BSIR) must include the amount of funding received, obligated and expended every December 31 (for the January 15 report) and June 30 (for the July 31 report). Noncompliance of the reporting requirements may be cause to terminate this Agreement.

0004

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 expenditure report 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 for a period of three years from the date of the completion of the project. 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.

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 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.

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

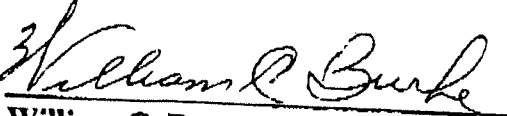
prohibition.

- (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

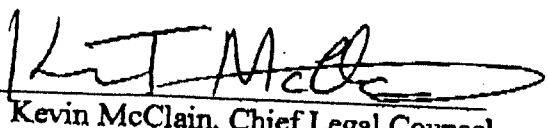
Grantee: City of Chicago

By: 
William C. Burke, Director

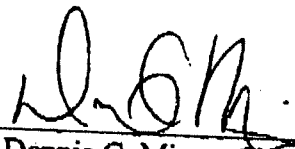
DATE: 10/3/05

By: 
Andrew Valasquez III, Executive Director

DATE: 9/21/05

By: 
Kevin McClain, Chief Legal Counsel

DATE: 9/29/05

By: 
Dennis C. Miner, Chief Finance

DATE: 9/29/05

Contract Summary Sheet

Contract (PO) Number: 11480

Specification Number: 43407

Name of Contractor: CANBERRA INDUSTRIES

City Department: FIRE DEPARTMENT

Title of Contract: REQ 25165 RADIATION MONITORS AND ACCESSORIES - SOLE SOURCE

(Term of Contract is not applicable)

Dollar Amount of Contract (or maximum compensation if a Term Agreement):
\$146,575.00

Brief Description of Work: REQ 25165 RADIATION MONITORS AND ACCESSORIES - SOLE SOURCE

Procurement Services Contract Area: COMMODITIES

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 50098553

Submission Date: NOV 01 2006

Vendor No.: 50098553

Purchase Order No.: 11480

Contractor: Canberra Industries, Inc.

SPECIFICATION NO.: 43407

HAZ MAT RADIATION AND ACCESSORIES DEVICES
(MiniRadic Personal Radiation Monitor)

REQUIRED FOR USE BY CITY OF CHICAGO



CHICAGO FIRE DEPARTMENT

Fund Number: 01-005-0740-0854005-0340-220340, 02-005-OM01-0592005-0400-220400-0100 (Various)

Information: Stacy Stewart, Head Purchase Contract Administrator
Phone: (312) 744-2681, e-mail: ssewart@cityofchicago.org

EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL PROPOSAL PACKAGE
All signatures to be sworn to before a Notary Public

Issued by:
City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Proposal must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, "**Haz Mat Radiation and Accessories Devices**" and the specification number "**43407**". The name and the address of the Proposer must also be clearly printed on the outside of the envelope(s) or package(s).

Richard M. Daley
Mayor
SS/sl

Barbara A. Lumpkin
Chief Procurement Officer

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1. DEFINITIONS

Wherever in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used, the interpretation and meaning will be interpreted as follows:

| | |
|----------------------------------|--|
| Attachments | means all exhibits attached hereto and/or incorporated by reference herein; |
| Business Day | means business days in accordance with the City of Chicago business calendar; |
| Calendar Day | means calendar days in accordance with the world-wide accepted calendar; |
| Chief Procurement Officer | refers to the Chief Executive Officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf; |
| City | refers to the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois; |
| Commissioner | refers to the Chief Executive Officer of the Chicago Fire Department, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf; |
| Contract | means this contract for Haz Mat Radiation and Accessories Devices including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof; |
| Contractor | refers to the person, firm, entity or corporation that is awarded this contract; |
| Contract Documents | are as designated herein and as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof; |
| Delivery | means any Haz Mat Radiation and Accessories Devices, documents, reports, information, etc. to be provided by the Contractor to the City; |
| Department | means the Chicago Fire Department, City of Chicago; |
| Force Majeure Event | means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage). |