

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	12.7.10
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	HT

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Smith DETECTION <<name of person or firm>> for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: 54448 <<Reg No>> copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<prod description/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 #: 91813 Contract or Program Description: _____

Modification #: _____ (Attach List, if multiple)

<<OrigName>>	<<Tele>>	_____	<<Dept>>	<<Date>>
Originator Name (mm/dd/yr)	Telephone	Signature	Department	Date

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

APPROVED BY: <u>[Signature]</u>	<u>10/28/10</u>	<u>[Signature]</u>	<u>12.07.2010</u>
DEPARTMENT HEAD OR DESIGNEE	DATE	BOARD CHAIRPERSON	DATE
<u>SUZANNE MAERS-MCKENNA</u>		<u>RICH BUTLER</u>	
PRINT NAME		PRINT NAME	
<u>[Signature]</u>		<u>12/22/10</u>	
CHIEF PROCUREMENT OFFICER		DATE OF APPROVAL	



City of Chicago
Richard M. Daley, Mayor

Department of Environment


Suzanne Malec-McKenna
Commissioner

Twenty-fifth Floor
30 North LaSalle Street
Chicago, Illinois 60602-2575
(312) 744-7606 (Voice)
(312) 744-6451 (FAX)
(312) 744-3586 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

TO: Jamie Rhee
Chief Procurement Office
Department of Procurement Services

FROM: Suzanne Malec-McKenna 
Commissioner

RE: Sole-Source Justification for Smith's Detection, Inc.

DATE: October 27, 2010

The following is a sole-source justification for Smiths Detection, Inc. (Smiths) to maintain an early warning chemical detection system installed in City Hall and the connecting pedway system.

In 2006, the City of Chicago issued a sole-source contract to the U.S. Department of Energy (USDOE) Argonne National Laboratory (Argonne) to install the detection system, called PROTECT (Program of Response Options and Technology Enhancements for Chemical/Biological Terrorism). PROTECT consists of chemical sensors, cameras, and computer servers and will be utilized by the city's first responders to detect an intentional chemical release in these areas and respond appropriately. The installation of the PROTECT system was funded through the Urban Area Security Initiative UASI grant managed by the Office of Emergency Management and Communications. Similar systems have been installed in Boston, New York, and Washington, DC.

In July 2007, Argonne, at the behest of the U.S. Department of Homeland Security, Federal Transit Administration, and US DOE, negotiated and signed an exclusive world-wide license for the PROTECT system with Smiths. Smiths won the competitive bid competing against six other private firms. The objective was to transfer the technology to a private industry firm to allow the rapid dissemination of the technology. Part of the technology transfer to Smiths was to allow it to carry out routine maintenance that is not in the mission of the national labs.

Due to its exclusive rights to maintain the PROTECT system, a sole-source contract with Smiths is required.

If you have any questions or comments, please contact me.



SMM/P&E/ks



**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 072-2005 DEPARTMENT OF ENVIRONMENT 50 W WASHINGTON Chicago, IL 60601	REQUISITION: 54448 PAGE: 1 DEPARTMENT: 72 - DEPARTMENT OF ENVIRONMENT PREPARER: Lynn Jackson NEEDED: APPROVED: 10/27/2010
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REQUISITION DESCRIPTION

Maintenance of Chicago - Project System by Smith Detection Contractors.
 SPECIFICATION NUMBER: 91813

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	93609.05 Preventive Maintenance, Emergency Services.	1.00	USD	0.00	0.00

SUGGESTED VENDOR:

REQUESTED BY: Lynn Jackson

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	009	0M06	0722005	0140	220140	0000	00000000	09GW3D	00000	0000	0.00
LINE TOTAL:											0.00

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
2	93609.05 Preventive Maintenance, Emergency Services	1.00	USD	0.00	0.00

SUGGESTED VENDOR:

REQUESTED BY: Lynn Jackson

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	009	0M06	0722005	0140	220140	0000	00000000	09GW30	00000	0000	0.00
LINE TOTAL:											0.00

REQUISITION TOTAL: 0.00

Scope of Work

Smiths Detection, Inc.

The City of Chicago has coordinated with the U.S. Department of Energy (USDOE) Argonne National Laboratory (Argonne) to install an early warning chemical detection system in select hot spots in the city. The system, called PROTECT (Program of Response Options and Technology Enhancements for Chemical/Biological Terrorism), consists of chemical sensors, cameras, and computer servers and has been installed in City Hall and the connecting pedway system. The PROTECT system will be utilized by the city's first responders to detect an intentional chemical release in these areas and respond appropriately.

Argonne is tasked by USDOE to develop such systems and then provide the technology for commercial application by vendors. Argonne partnered with Smiths Detection, Inc. (Smiths) to help develop the system and its commercial applications. The PROTECT system has been installed by Smiths and subsequently requires ongoing activities by Smiths to support it. These activities include:

1. Provide support via remote data connections (24/7) and telephone. Support will be conducted within 2 hours of receipt of notification from the City of Chicago.
2. Provide emergency and non-emergency on-site support by local trained technicians. Non-emergency support will occur within the next business day. Emergency support will occur within 2 hours of receipt of notification from the City of Chicago. A local inventory of system spares will be stocked to provide server swaps if required to minimize downtime of the system.
3. Conduct real-time monitoring of the system and servers via secure network connection that will alert support technicians of potential system problems that can be evaluated and communicated to the City of Chicago. At least once a day the system will be checked for the need for emergency service.
4. Conduct preventative maintenance consisting of:
 - a. 2-4 filter changes (canister and Teflon filter) per year for each of the installed six detectors based on need.
 - b. System source tests at least once every six months to test the operation of the system from intake tube to detector to the client software to the responder jacks and laptops.
 - c. Testing automated camera response to a check source application.
 - d. Replace sensor engine pumps for each of the detectors.
 - e. Provide FirstView software updates or bug fixes in software as required for proper application of the system.
5. Covered equipment will include:
 - a. 4 Chemical detectors
 - b. 1 Nagios server
 - c. 1 CB-EMIS PROTECT server
 - d. 1 Detector data server
 - e. 1 First View FV-4-5-16 (16 channel NVR, with 5.0TB raw storage)
 - f. 1 Rack mount KVM with 4 ports and USB cables
 - g. 1 FV-CWS client workstation with dual 20" monitors
 - h. 2 24-port Cisco Data Switch – WS-C2560-24PS-S

- i. 8 Axis 223M cameras
- j. 1 3000VA Uninterrupted Power Supplies
- k. 1 Smartcards for UPS
- l. 1 Pelco 9760 Master Distribution Amp (phase II)
- m. 1 Axis 291 video server with 2 243Q video encoder blades (phase II)
- n. 4 Moxa nPort serial to IP servers (nPort 5410)
- o. 1 fiber transceiver for connection to Office of Emergency Management room in basement of City Hall.

The annual cost for the services is \$82,562.00

Smiths Detection
222 S Riverside Plaza, 29th Floor
Chicago, Illinois 60606
Phone: 630-654-5512 Fax: 630-654-1152
www.smithsdetection.com

Mr. Kevin Schnoes
Department of the Environment
The City of Chicago
30 N. LaSalle Street
Chicago, Illinois 60602

October 25, 2010

Dear Kevin,

I am writing to provide a sole source justification for maintenance services for the Chicago-PROTECT program. That system is currently installed as a chemical protection system in City Hall and the Daley Center pedestrian walkway (pedway). At this time, the system is in place and soon to be certified for operation after responder training and the finalization of response strategies in case an incident occurs

The PROTECT Program (Program of Response Options and Technology Enhancements for Chemical/Biological Terrorism) was developed by Argonne National Laboratory with the assistance of Smiths Detection, Inc. for the video component of the system. The funding came from the U.S. Department of Homeland Security (U.S. DHS), The U.S. Department of Energy (U.S. DOE) and the Federal Transit Administration (FTA).

PROTECT systems are installed and operating in the Washington DC subway, Grand Central Terminal and Penn Station in NYC, and a major transportation terminal in Boston. Each of the sites has a sole source contract with Smiths for maintenance of their systems. In July 2007, Argonne (at the behest of the US DHS, FTA, and US DOE) negotiated and signed an exclusive world-wide license for the PROTECT system to Smiths Detection, Inc. Smiths won the competitive bid competing against six other private firms. The objective was to transfer the technology to a private industry firm to allow the rapid dissemination of the technology. Part of the technology transfer to Smiths was to allow it to carry out routine maintenance that is not within the mission of the national labs.

Given this history, Smiths is uniquely qualified to be the prime contractor for the following reasons:

- (1) Smiths has the exclusive worldwide license to all the software needed to develop, install, and maintain the system once in operation;

(2) Smiths has a five-year contract with Argonne National Lab for technical support in areas of PROTECT that may require the specialized reachback support from the developers such as the PROTECT software system and the detection modules. That agreement took nine months to negotiate and no other firm has this reach-back capability to ANL for PROTECT;

(3) Maintaining the unique detector module design from ANL requires specialized PROTECT software. The modules are not off-the-shelf COTs equipment. There is a specialized merger of software output from Draeger electrochemical cells and the CW Sentry chemical weapons agent detector. No other company can diagnose and fix detector software problems since that software belongs to Smiths; and

(4) The number of simple tasks such as changing filters is only incidental to the major effort of the maintenance job and cannot effectively be separated from the managing software.

For these reasons, we believe that Smiths Detection Inc. has the unique capability to maintain the Chicago-PROTECT system.

If you have any questions or comments, please call me at 630-654-5512.

Sincerely,



Dr. Anthony J. Policastro
Chief Scientist, PROTECT Solutions
Smiths Detection, Inc.

Proposal for:

THE CITY OF CHICAGO

DEPARTMENT OF THE ENVIRONMENT

For:

Maintenance of Chicago-PROTECT System

October 26th, 2010

Submitted By:

Smiths Detection Inc.
60A Columbia Road
Morristown, NJ 07960
973-830-2100

The following persons are authorized to speak on behalf of Smiths Detection in regard to this document:

PROTECT Chief Scientist

Dr. Tony PolICASTRO

Phone: 630-654-5512

Email: tony.polICASTRO@smithsdetection.com

Manager, PROTECT Solutions:

Ms. Heather Shaver

Phone: 401-683-8589

Email: heather.shaver@smithsdetection.com

Offeror confirms agreement with all terms, conditions, and provisions included in Solicitation #39110001 and agrees to supply any or all of the items upon which prices are offered at the price set opposite each item.

Unless disclosure is required by the Freedom of Information Act, U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the WHS ACQUISITION & PROCUREMENT OFFICE, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the WHS ACQUISITION & PROCUREMENT OFFICE may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the WHS ACQUISITION & PROCUREMENT OFFICE FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the WHS ACQUISITION & PROCUREMENT OFFICE has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The Offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages All

1. INTRODUCTION

This proposal requests support for maintenance for the Chicago-PROTECT system. That system is aimed at protecting City Hall and the Daley Center from the consequences of chemical attacks. The system includes detectors, cameras, and command and control software (server and client) at the OEMC and satellite viewing locations. At the time of start of the maintenance contract, the system will have been tested and certified, training classes held and the system will be fully operational. Consequently, the annual maintenance intended in this proposal will be ready to start at the time of initiation of signing of this contract.

2. SUMMARY OF THE CHICAGO-PROTECT SYSTEM

The Chicago-PROTECT system is an early warning crisis management system for chemical attacks in high-threat infrastructures such as buildings, subways, and airports. The City of Chicago has used UASI funds from the Department of Homeland Security to design and install the PROTECT system in the Chicago City Hall and the Daley Center pedway. The data from detectors at those locations and associated video from nearby cameras are sent to the OEMC. Upon an alarm, the OEMC controllers apply a Concept of Operations plan to determine if the detector activation represents a real attack or a detector malfunction. The basics of the ConOps encompasses whether human distress is seen at the same time that the alarm is observed in the OEMC. If the alarm is verified, then an incident is declared. Once an incident is declared, specific pre-planned response actions are to take place by the OEMC controllers, CPD, CFD, and the building managers for City Hall and the Daley Center. The actions involve hazmat rescue and protection of people not yet impacted.

Figure 1 presents the layout of video cameras and chemical sensors in City Hall. Note that there are two chemical sensors in City Hall (with three inlet points total) and 8 small video cameras installed in the hanging chandeliers by Smiths Detection Inc. as part of the installation program. Figure 2 shows the location of the third and fourth sensors placed in the Daley Center pedway. The system uses 8 fixed cameras already in place in the pedway. All 4 sensors and 16 cameras have data sent to servers in a rack in Chicago City Hall from which the data are sent to servers in the OEMC.

Viewing stations exist (a) at the OEMC, (b) the police room off the main hallway of City Hall, (c) the engineer's room at the Daley Center, and (d) the building services workstation at the OEMC (formerly the security center at old Goldblatt's Department Store).

CHICAGO CITY HALL-PROTECT CAMERA AND SENSOR LOCATIONS

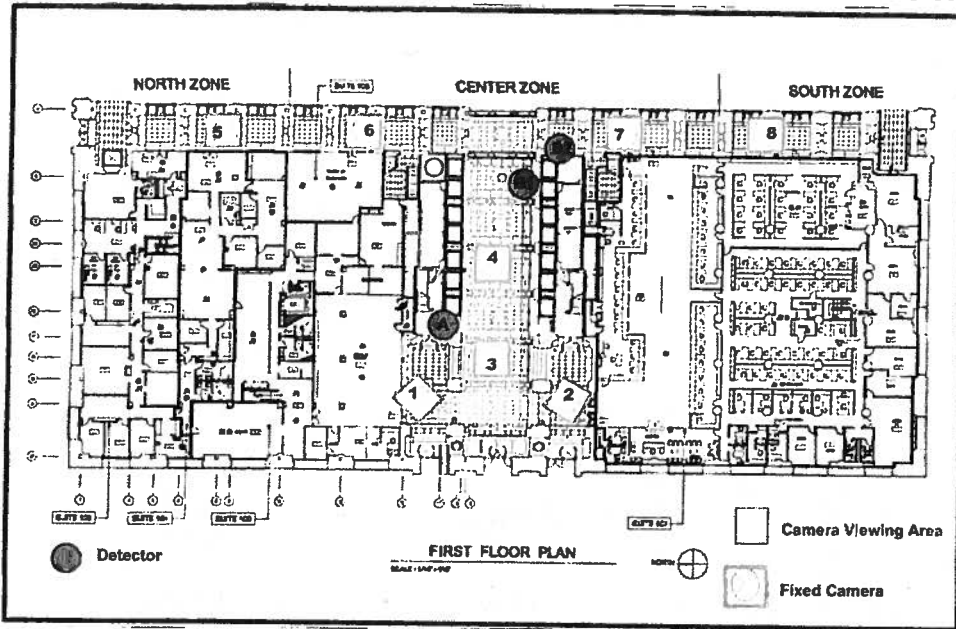


Figure 1: THE CITY OF CHICAGO-PROTECT CAMERA AND SENSOR LOCATIONS: THE CITY HALL

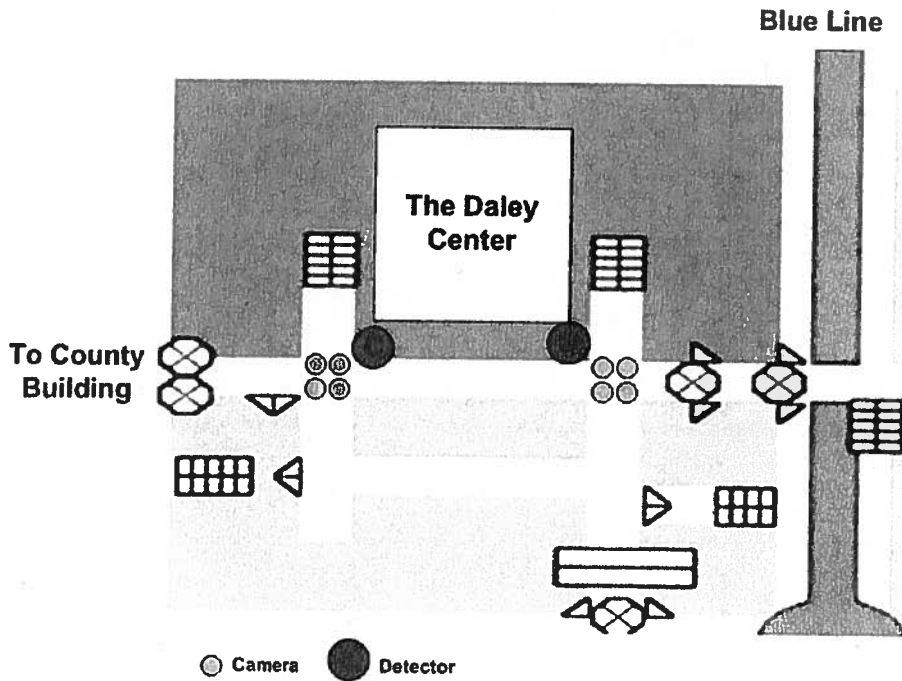


FIGURE 2: THE CITY OF CHICAGO-PROTECT CAMERA AND SENSOR LOCATIONS: THE DALEY CENTER

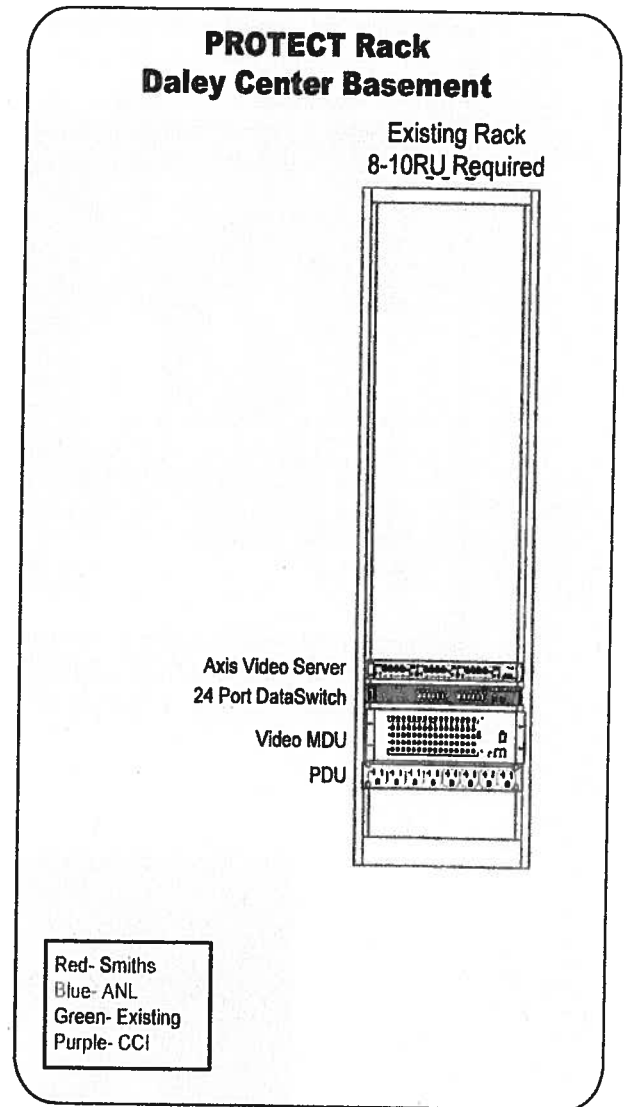
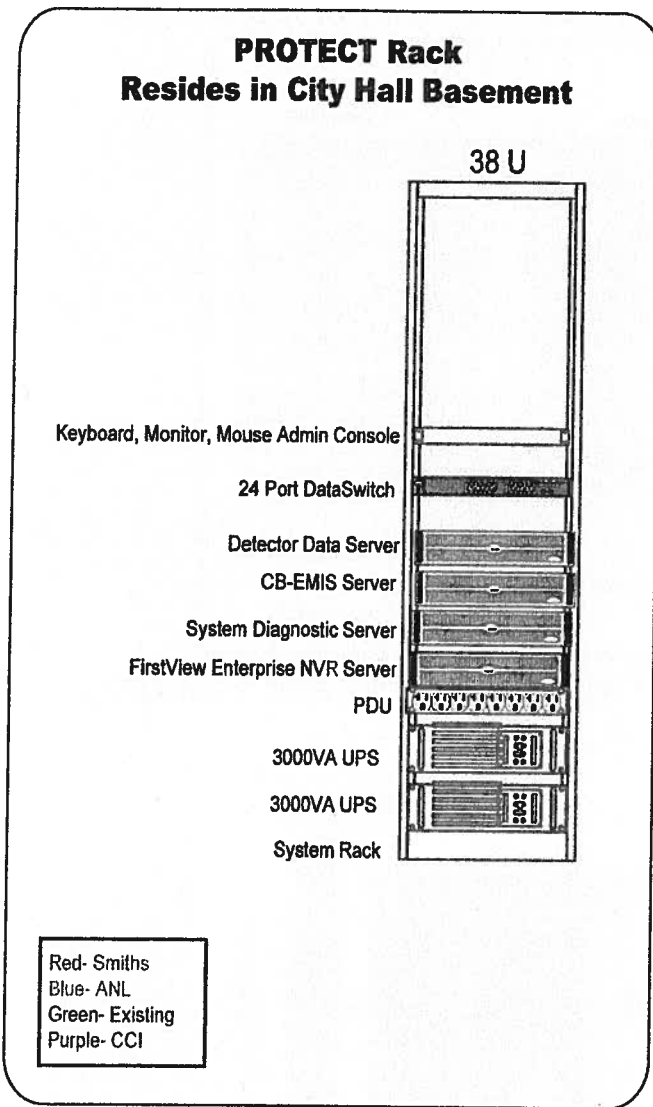


FIGURE 3. DESIGN OF THE RACKS IN BOTH IN CITY HALL AND THE DALEY CENTER

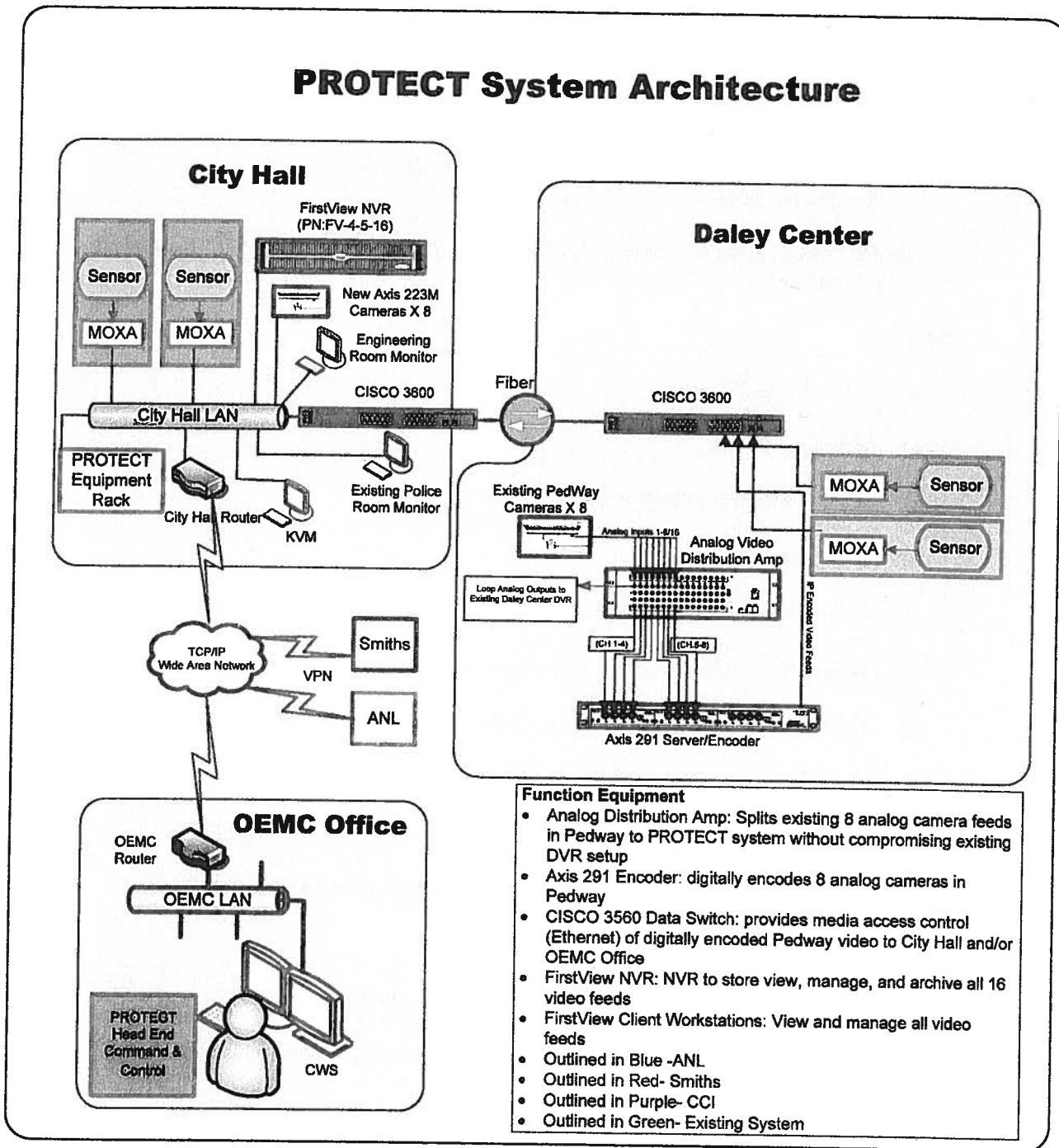


FIGURE 4. ARCHITECTURE OF CHICAGO-PROTECT SYSTEM INCLUDING ALL COMPONENTS

The software and hardware installed by Smiths Detection, Inc. and Argonne National Laboratory as part of the install program (and thereby covered by this agreement) are:

Software:

- (1) The FirstView video surveillance system software version "FirstView_2008_Release_2_Patch_29", and
- (2) PROTECT system command and control software "CB-EMIS 6.0" (server and client software)

Hardware:

- a) (4) Chemical Detectors
- b) (1) Nagios Server
- c) (1) CB-EMIS PROTECT Server
- d) (1) Detector Data Server
- e) (1) First View FV-4-5-16 (16 channel NVR, with 5.0TB Raw storage)
- f) (1) Rack Mount KVM with 4 Ports and USB cables
- g) (1) FV-CWS Client Workstation with Dual 20" Monitors
- h) (2) 24 Port Cisco Data Switch – WS-C3560-24PS-S
- i) (8) Axis 223M cameras (located in City Hall)
- j) (1) 3000VA Uninterrupted Power Supplies (City Hall and Daley Center)
- k) (1) Smartcards for UPS
- l) (1) Pelco 9760 Master Distribution Amp (phase II) (Daley Center)
- m) (1) Axis 291 Video Server w/ (2) 243Q video encoder blades (phase II)
- n) (4) Moxa nPort serial to IP servers (nPort 5410)
- o) (1) Fiber transceiver for connection to 911 room in basement of City Hall

Smiths Detection Inc. is responsible for maintaining all hardware installed by Smiths Detection or Cable Communications Inc. (install subcontractor) or Argonne National Laboratory (prime contractor for the design and install) that is associated with the PROTECT system. Therefore, the 8 fixed cameras in the Daley Center pedway are not covered under this contract and shall be maintained by the same party that is maintaining them today. Those cameras were in the pedway previous to the Chicago-PROTECT system design and install. The PROTECT program simply

uses those 8 existing pedway cameras for a secondary use in addition to their original purpose of surveillance.

3. PREVENTIVE MAINTENANCE

Smiths will review the status of the system daily using the VPN linkage that Smiths (and Argonne) will continue to have with the City of Chicago OEMC. The use of the installed PROTECT system monitoring program (called Nagios) will be used to remotely identify and warn the maintenance team of problems with the detectors, camera linkages and network connections. The monitoring program is sufficient to monitor all key elements of the operating system.

Smiths Detection will carry out two sets of filter changes per year. To be changed are the canister and Teflon filters for chemical weapons agents detectors, and each of two filters for the TICs detectors. The twice yearly need will be verified by air flow measurements into the detector before each filter change and by the amount of dirt on the filters collected between consecutive changeouts.

Smiths Detection will carry out check-source tests on the system at least once every six months to test the operation of the system from intake tube to detector to the client software to the responder jacks and laptops.

Once a year, Smiths Detection will replace the sensor engine and pumps for each of the CW Sentry detectors as part of Smiths maintenance agreement with the manufacturer.

Smiths Detection and its subcontractors will provide software updates or bug fixes in FirstView and CB-EMIS as required for proper application of the system.

Smiths Detection, Inc. will maintain a sufficient spare parts inventory of each item of covered equipment for use during repairs or as a replacement.

The TIC electro-chemical cells need replacement periodically. The hydrogen cyanide detectors (one for each sensor location) will be changed out yearly and the phosphine and chlorine detectors will be changed out every third year.

4. EMERGENCY SERVICES

A. Call Response and Resolution Times

Emergencies are defined as situations of multiple sensor activations or failures where the Smiths Detection support team would be put on alert to assist the City of Chicago with any technical support for the entire system. The Smiths Detection support team is not responsible for any First Responder protocols or actions, but will be on call in the emergency situation. An emergency situation can be determined/declared by the authorized the City of Chicago personnel.

Emergency situations will not depend solely on client notification of problems alone as daily checks of the system by Smiths staff and Nagios (system monitoring) messages to Smiths maintenance staff are intended to identify maintenance problems and maintenance emergencies for resolution as early as possible and even before The City of Chicago staff recognize that an emergency maintenance problem may exist with the system.

An example of the Contractors typical support SOP for the City of Chicago and other customers is as follows:

The SNMP system alerts the Smiths Detection support team of a potential network or server problem OR a call is received by the support 800 number hotline.

A Smiths support technician logs information into the City of Chicago network and remotely authenticates into the CB-EMIS/FirstView systems of interest via a secure network connection (HTTPS or VPN) to diagnose problem(s).

The Smiths Detection support technician creates an action plan based on his/her initial findings such as:

- If software related: escalate to software engineering team for review and resolution,
- If hardware related: dispatch local trained technician(s) to schedule on-site visit at City Hall and the Daley Center for repairs,
- If network related: notify customer or party responsible for network infrastructure (if not Smiths Detection deployed and managed).for resolution,
- If camera or service related: notify customer or party responsible for camera of sensor systems/infrastructure for resolution (if not a piece of equipment installed by Smiths Detection or deployed and managed by Smiths), and
- If user/operator error related: support user with operations instructions, recommend additional training and/or notify customer that user requires training/refresher course.

5. SUPPORT ONLINE, ON PHONE, ON SITE

Smiths Detection will provide support for The City of Chicago via remote data connections (24/7), telephone (Mon-Fri 9am - 5pm CST), 24/7 phone technical support hotline (toll-free) with remote diagnostics. Non-emergency support will be handled during normal business hours (M-F 0900-1700). This support assumes that secure network connectivity is continuously maintained and provided to SD engineers to remotely access system servers.

Real-time monitoring of system servers/systems via secure network connection using Simple Network Management Protocol (SNMP) will alert SD support technicians of potential system problems that can be evaluated and communicated to The City of Chicago as appropriate (based on the support SOP set forth). At least once a day will the Nagios system be checked for the need for any emergency service.

On-site support by local trained technicians will occur with next business day response time during normal business hours (M-F 0900-1700). This assumes site access is granted to Smiths Detection technician(s) in a timely fashion by an authorized the City of Chicago representative. Technicians will stock local inventory of system spares (at SD's cost) to provide server swaps if required to minimize any downtime. Emergency on-site response can be provided during off hours (nights, weekends and holidays). This on-site support is covered as part of the on-site support package. If the City of Chicago should opt out of this support package, this service will be billed at Smiths Detection's standard hourly rates.

Emergencies are defined as situations of multiple sensor activations or failures where Smiths Detection and its support subcontractors would be put on alert to assist the City of Chicago with any technical support for the entire system. Smiths Detection and its support subcontractors are not responsible for any First Responder protocols or actions, but will be on call in the emergency situation. An emergency situation can be determined / declared by authorized City of Chicago personnel.

As noted above, Smiths Detection will provide a 24/7 hotline for all emergency operations. A four person team will provide on-call service in the event of emergency (2 Smiths Detection, (2) ANL.

Normal support (telephone & online) will be addressed within 2 hours of receipt of notification from the City of Chicago. If the system requires an onsite technician, that technician will be dispatched the next business day unless requested by the City of Chicago staff declaring a maintenance emergency.

Legacy server hardware is not covered under the software maintenance.

6. DIVISION OF RESPONSIBILITIES BETWEEN SMITHS DETECTION, INC. AND THE CITY OF CHICAGO

A. CONTRACTOR'S RESPONSIBILITIES

The Contractor (Smiths detection, Inc.) will provide preventive maintenance according to the plans in Section 4. There will be semi-annual complete checks of the system and maintenance done on the detectors. The Contractor will provide and store spare parts at a designated location in City Hall or the Daley Center in order to perform such maintenance services.

The maintenance services will be available to the City of Chicago from 8:00 a.m. until 5:00 p.m., local time (CST), Monday through Friday, except on state holidays or United States federal legal

holidays recognized by Contractor ("Contractor's normal working hours"). The Contractor shall perform preventive maintenance on the City of Chicago's preferred dates during Contractor's normal working hours. However, the Contractor reserves the right to reschedule preventive maintenance dates as necessary should an emergency call closely coincide with a forthcoming preventive maintenance visit. The Contractor will, if requested by the City for emergency type conditions, use its best efforts to provide maintenance services outside Contractor's normal working hours, which services will then be billed to and paid for by Customer at Contractor's then-current-and-applicable emergency on-site request time-and-materials rates plus expenses (without rebate or set-off against) in addition to the quarterly maintenance fee.

The Contractor's obligations do not include maintenance services required as a result of

(a) any external cause other than Contractor's acts, including, service or damage resulting from accidents, transportation, neglect or misuse, air conditioning, humidity control, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake, or other Acts of God;

(b) any repair, adjustment, modification, enhancement, update, change, maintenance or similar acts, whether made or attempted to the Covered Equipment or the associated software, performed by anyone other than Contractor or an authorized representative of Contractor; or

(c) Customer's inability to provide a suitable environment for the covered equipment or its associated software, including, but not limited to, the failure to provide, air conditioning or humidity control, or service or repairs resulting from the failure of Customer to make the covered equipment available for any preventive maintenance;

(d) any maintenance service involving electrical work to equipment that was not provided by Smiths;

(e) any maintenance service or repairs of damage required or caused by the use of the covered equipment for other than ordinary use for which it is designed;

(f) services or repairs required by the lack of proper and frequent maintenance of covered equipment by Customer or neglect on the part of Customer to properly perform any preventative maintenance activities recommended by the Covered Equipment operator's manual.

In connection with Contractor's performance of its obligations hereunder, Contractor and its employees, agents, and subcontractors shall comply with all reasonable safety and security rules and regulations adopted by Customer, provided Customer has made Contractor aware, or Contractor reasonably should be aware, of such security and safety rules and regulations. Contractor shall be under no obligation to provide any such service if providing such service would place any worker or equipment in unsafe circumstances.

Service performed by Contractor under this maintenance agreement does not include the maintenance, replacement, or adjustment of parts which were not furnished for the covered equipment by Contractor or the time spent in determining the need for any such maintenance, replacements or adjustments, except for common hardware items (such as screws, nuts, bolts, clamps and commercially available parts).

B. CUSTOMER'S RESPONSIBILITIES

During the term of this Services Contract, Customer shall:

- (a) provide to Contractor at each location of Chicago-PROTECT equipment, and location, at no cost to Contractor, full, free, and safe access to the covered equipment and the associated software, and a safe and adequate place in which to perform the maintenance services, an adequate and convenient work area containing, among other things, a desk and a sufficient and secure place in which to store spare parts;
- (b) make available to Contractor a Customer's Coordinator. Customer's Coordinator would be available to Contractor during normal work hours for the purpose of coordinating between Customer's activities and the activities of Contractor in providing the maintenance services. The Customer's Coordinator shall review each change, modification, and repair or replacement provided by the Contractor under this Services Contract and shall, after the same is operating, accept the same in writing (if so requested) on behalf of Customer;
- (c) ensure that only properly trained personnel operate and use the covered equipment and the associated software, and that such personnel have sufficient access to implement the corrections suggested by Contractor;
- (d) perform and install all diagnostic activities and routines recommended by Contractor prior to requesting on-site remedial maintenance;
- (e) ensure the proper environment is maintained for the covered equipment;
- (f) comply with all federal, state, municipal, and local laws, rules, executive orders, regulations, and ordinances, that may be applicable to this Services Contract, including the procurement of any necessary permits and licenses, and at the request of Customer or the Government, furnish certificates to the effect that it has complied with said laws, rules, and regulations;
- (g) provide, at no cost to Contractor, adequate safeguards for the protection of Customer's data and files while the maintenance services are being performed; and
- (h) allow Contractor to conduct standard installation tests on all Covered Equipment during and promptly following installation of the same.

7. TERM OF CONTRACT AND MAINTENANCE FEE

The period of performance of this services contract is planned to be from January 1, 2011 – December 31 2011 with options for two additional years. There is also the choice of the optional quarterly payments to extend the contract beyond any one annual year. In consideration of the maintenance services, the Customer shall pay Contractor an annual Maintenance Fee, invoiced quarterly. The Contractor shall submit monthly invoices to cover the Maintenance Fee and other price, cost, or expenses due. The amount should be \$20,641, USD for each 3 months of service from January 1, 2011 to Dec 31, 2011 (with future optional periods of coverage to extend this

contract thru to December 31, 2013. Budget details are presented in the table below. Quarterly payments (during the first year – 1/1/2011 – 12/31/2011) of \$20,641 are due within 30 days of receiving billing).

If the option is chosen for the second year (1/1/2012 – 12/31/2012), a quarterly cost would be \$21,796 for each quarter of that year. If the option is chosen for the third year (1/1/2013 – 12/31/2013), the quarterly cost would be \$23,840. The increase in costs from the first to second year involve a 3% inflation factor and wear and tear replacement of one of the three electrochemical (e-chem) cells in each of the four sensor cabinets. The increase in cost from the second to third year included a 3% inflation factor plus replacements of three e-chem cells due to aging and wear and tear. In each year, any component of the system put in by ANL and Smiths is covered for full replacement in case of failure.

The start date of the signed contract will replace the assumed starting date of 1/1/2011 with the annual periods computed based on that contract start date.

All invoices will be sent to Customer, Kevin Schnoes (or his designee) at the following address:

Customer:

Mr. Kevin Schnoes
City of Chicago
30 North La Salle Street
Chicago, IL 60602

Contractor:

Patrick Hay
Operations Manager, Smiths Detection Inc.
88 Silva Lane,
Tech Plaza IV, Suite 250

Middletown, RI, 02842

Each invoice will contain the following information: (a) Services Contract number; (b) Contractor name and address to where payment is to be sent; (c) invoice number; and (d) services, supplies, and/or items covered by invoice.

Customer agrees to pay Contractor within 30 days of receiving Contractor's invoice. Any payment not made by Customer within this 30 day period shall bear interest at 1.5 percent monthly.

8. ASSIGNMENT AND SUBCONTRACTING

The Contractor may assign, transfer, or otherwise delegate the performance of some of its duties and obligations under this Services Contract to any person or third Party who is, in the judgment of Contractor, qualified to render the services required. Argonne National Laboratory and possibly CCI, Inc. are candidate subcontractors for specialized pieces of this work.

Any amounts due or to become due hereunder may be assigned by Contractor, provided that such assignment shall not be binding upon the Customer unless and until the assignment agreement is received by the Customer.

Contractor may subcontract any or all of the work to be performed by it under this Services Contract, but shall retain responsibility for the work subcontracted.

Smiths Detection
Tech Plaza IV
88 Silva Lane, Suite 250
Middletown, RI 02842
Office: 401-848-7678
Fax: 401-846-7077

Date: 10/24/2011 Quote: 102410Y1

To:	Kevin Schnoes	Project
Company:	The City of Chicago	City of Chicago PROTECT
Address:	30 North La Salle Street	Three Month Maintenance
Address:	Chicago, IL 60602	(Jan 1, 2011 - Mar 31, 2011)
Tel:	(312) 744-4034	Year 1
Email:	kschnoes@cityofchicago.org	

I: Annual Support				
Part #	Qty	Description	Rate	Total
PRO-Support		PROTECT System Maintenance Agreement:		
FV Support	1	First View FV-4-5-16 Software Maintenance	8,000.00	8,000.00
CB-EMIS Support	1	CB-EMIS Software Maintenance and Technical Support (ANL)	23,400.00	23,400.00
CCI Support	1	PROTECT & FirstView Onsite Support	22,698.00	22,698.00
FV Sub-Comp	1	Spares-Video Components	13,058.50	13,058.50
CB-EMIS Sup-	1	Spares-Detector Components (TICS)	15,406.30	15,406.30
Total Maintenance (Jan 1, 2011 - Mar 31, 2011)			Sub Total	\$ 82,562.80

II: Quarterly Payment Periods				
Task	Option Periods	Payment	Due Date	
Dates of Coverage				
1	Jan 1, 2011 - Mar 31, 2011	20,640.70	30-Apr-11	
2	Apr 1, 2011 - Jun 30, 2011	20,640.70	30-Jul-11	
3	July 1, 2011 - Sep 30, 2011	20,640.70	31-Oct-11	
4	Oct 1, 2011 - Dec 31, 2011	20,640.70	30-Jan-12	
Totals				

Annual Support Total	\$ 82,562.80
Total Due for First Quarter of Support	\$ 20,640.70

Notes:
 Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
 Payment terms are Net 30 days unless otherwise indicated, interest charges accrue at 1.5% per month.
 Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
 Documentation of tax-exempt status is required.
 State sales tax will be charged unless said documentation is provided.
 Quote subject to Smiths Detection Terms & Conditions

Prepared By:
Heather Shaver
 Manager PROTECT Solutions
Smiths Detection
 Tech Plaza IV
 88 Silva Lane, Suite 250
 Middletown, RI 02842
heather.shaver@smithsdetection.com
 Office: 401-848-7678 x8609
 Fax: 401-846-7077
 Mobile: 401-683-8589

Smiths Detection
Tech Plaza IV
88 Silva Lane, Suite 250
Middletown, RI 02842
Office: 401-848-7678
Fax: 401-846-7077

Date: 10/27/2011 **Quote:** 102710Y2

To: Kevin Schnoes
Company: The City of Chicago
Address: 30 North La Salle Street
Address: Chicago, IL 60602
Tel: (312) 744-4034
Email: kschnoes@cityofchicago.org

Project
City of Chicago PROTECT
Three Month Maintenance
(Jan 1, 2012 - Mar 31, 2012)
Year 2

I: Annual Support				
Part #	Qty	Description	Rate	Total
PRO-Support				
FV Support	1	PROTECT System Maintenance Agreement: First View FV-4-5-16 Software Maintenance	8,000.00	8,000.00
CB-EMIS Support	1	CB-EMIS Software Maintenance and Technical Support (ANL)	23,400.00	23,400.00
CCI Support	1	PROTECT & FirstView Onsite Support	22,698.00	22,698.00
FV Sub-Comp	1	Spares-Video Components	13,058.50	13,058.50
CB-EMIS Sub-Rpicmnt	4	Spares-Detector Components (TICS) HCN Sensors	15,406.30 520.00	15,406.30 2,080.00
			Sub Total	\$ 84,642.80
Inflation				\$ 2,539.28
Total Maintenance (Jan 1, 2012 - Mar 31, 2012)			Total	\$ 87,182.08

II: Quarterly Payment Periods				
Task	Option Periods	Payment	Due Date	
	Dates of Coverage			
1	Jan 1, 2012- Mar 31, 2012	21,795.52	30-Apr-12	
2	Apr 1, 2012 - Jun 30, 2012	21,795.52	30-Jul-12	
3	July 1, 2012 - Sep 30, 2012	21,795.52	31-Oct-12	
4	Oct 1, 2012 - Dec 31, 2012	21,795.52	30-Jan-13	

Totals	
Annual Support Total	\$ 87,182.08
Total Due for First Quarter of Support	\$ 21,795.52

Notes:

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
Payment terms are Net 30 days unless otherwise indicated, interest charges accrue at 1.5% per month.
Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
Documentation of tax-exempt status is required.
State sales tax will be charged unless said documentation is provided.
Quote subject to Smiths Detection Terms & Conditions

Prepared By:

Heather Shaver
Manager PROTECT Solutions
Smiths Detection
Tech Plaza IV
88 Silva Lane, Suite 250
Middletown, RI 02842
heather.shaver@smithsdetection.com
Office: 401-848-7678 x8809
Fax: 401-846-7077
Mobile: 401-883-8589

Smiths Detection
Tech Plaza IV
88 Silva Lane, Suite 250
Middletown, RI 02842
Office: 401-848-7678
Fax: 401-846-7077

Date: 10/27/2011 Quote: 102710Y3

To:	Kevin Schnoes	Project
Company:	The City of Chicago	City of Chicago PROTECT
Address:	30 North La Salle Street	Three Month Maintenance
Address:	Chicago, IL 60602	(Jan 1, 2013 - Mar 31, 2013)
Tel:	(312) 744-4034	Year 3
Email:	kschnoes@cityofchicago.org	

I: Annual Support				
Part #	Qty	Description	Rate	Total
PRO-Support		PROTECT System Maintenance Agreement:		
FV Support	1	First View FV-4-5-16 Software Maintenance	8,000.00	8,000.00
CB-EMIS Support	1	CB-EMIS Software Maintenance and Technical Support (ANL)	23,400.00	23,400.00
CCI Support	1	PROTECT & FirstView Onsite Support	22,698.00	22,698.00
FV Sup-Comp	1	Spares-Video Components	13,058.50	13,058.50
CB-EMIS Sub-	1	Spares-Detector Components (TCS)	15,406.30	15,406.30
Rplcmnt	5	HCN Sensors	520.00	2,600.00
Rplcmnt	4	C12 Sensors	595.00	2,380.00
Rplcmnt	4	PH3 Sensors	1,260.00	5,040.00
			Sub Total	\$ 92,582.80
Inflation				\$ 2,777.48
Total Maintenance (Jan 1, 2013 - Mar 31, 2013)			Total	\$ 95,360.28

II: Quarterly Payment Periods

Task	Dates of Coverage	Option Periods	Payment	Due Date
1	Jan 1, 2013 Mar 31, 2013		23,840.07	30-Apr-13
2	Apr 1, 2013 - Jun 30, 2013		23,840.07	30-Jul-13
3	July 1, 2013 - Sep 30, 2013		23,840.07	31-Oct-13
4	Oct 1, 2013 - Dec 31, 2013		23,840.07	30-Jan-14

Totals

Annual Support Total	\$ 95,360.28
Total Due for First Quarter of Support	\$ 23,840.07

Notes:

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
 Payment terms are Net 30 days unless otherwise indicated, interest charges accrue at 1.5% per month.
 Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
 Documentation of tax-exempt status is required.
 State sales tax will be charged unless said documentation is provided.
 Quote subject to Smiths Detection Terms & Conditions

Prepared By:

Heather Shaver

Manager PROTECT Solutions

Smiths Detection

Tech Plaza IV

88 Silva Lane, Suite 250

Middletown, RI 02842

heather.shaver@smithsdetection.com

Office: 401-848-7678 x8609

Fax: 401-846-7077

Mobile: 401-683-8589



OFFICE OF COMPLIANCE

August 24, 2010

Cleo Downs
Production Distribution Companies, Inc.
3815 West 127Th Street
ALSIP, IL 60803

Certification Expires: 2/1/2011

Dear Cleo Downs:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until 2/1/2011.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 12/3/2010. In the coming months, the Office of Compliance will be sending you notice detailing the procedures for filing a request for recertification.

While you will not need to file a No Change Affidavit in 2010 or 2011, it is important to note that you have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please also note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to

- file your request for recertification within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Production Distribution Companies, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

- 99837 Electrical Supplies
- 423620 Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesalers
- 423690 Other Electronic Parts and Equipment Merchant Wholesalers
- 423710 Hardware (except motor vehicle) merchant wholesalers
- 423830 Industrial machinery and equipment (except electrical) merchant wholesalers

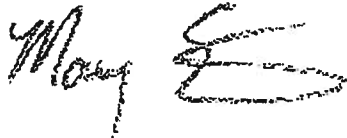
423840 Industrial supplies (except disposable plastics, paper) merchant wholesalers
424950 Paint, Varnish, and Supplies Merchant Wholesalers

Electrical and Electric Distribution; Distributor of Aluminum Signs Blank, Coroplast Sheet, Traffic Signs, pre-made Signs and Sign Marking; Distributor of Electronic Components

Your firm's participation on City contracts will be credited only toward MBE/WBE/BEPD goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott". The signature is written in a cursive style with a large, stylized "M" and "E".

Mary Elliott
Acting Managing Deputy

1117 000 7 017

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: _____
Specification Number: _____

From: Production Distribution
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

To: Cable Communications and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8-24-2010 to 2-1-2014 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Cleo Downes
(Signature of Owner or Authorized Agent)
Cleo Downes President
Name/Title (Print)

708-489-0195
Date
Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name Maintenance of Chicago-PROJECT
Specification No. _____ System II

State of Illinois

County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Smiths Detection, Inc.

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

Affidavit of MBE/WBE Goal Implementation Plan

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

3. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

4. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

5. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation \$ _____
 Percent Amount of Participation: _____ %
 Schedule C-1 attached? Yes _____ No _____ *

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

II. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

- A. Name of MBE/WBE: Cable Communications Inc.
Address: 6200 S. Oakley Avenue, Chicago, IL
Contact Person: Michael Bartels Phone: 773-2925-1344
Dollar Amount Participation \$ 12K (year 1), 13K (year 2), 14K (year 3)
Percent Amount of Participation: 0.15 %
Schedule C-1 attached? Yes X No _____ *

- B. Name of MBE/WBE: Production Distribution Co.
Address: 3815 W. 127th Street Alsip, IL, 60803-1505
Contact Person: Ken Elston Phone: 773-320-8584
Dollar Amount Participation \$ 14K (year 1), 15K (year 2), 16K (year 3)
Percent Amount of Participation: 0.17 %
Schedule C-1 attached? Yes X No _____ *

- C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

- D. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

- E. Attach additional sheets as needed.

All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent Amount
<u>Production Distribution Co.</u>	<u>\$ 12K, 13K, 14K</u>	<u>15 %</u>
_____	<u>\$ (years 1, 2, 3)</u>	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

2. WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount	Percent Amount
<u>Cable Communications Inc.</u>	<u>\$ 14K, 15K, 16K</u>	<u>17 %</u>
_____	<u>\$ (years 1, 2, 3)</u>	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Dr. Anthony J. Policastro Phone Number: 630-654-5512

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Anthony J. Policastro
Signature of Affiant (Date)

State of Illinois

County of DuPage

This instrument was acknowledged before me on Oct. 28, 2010 (date)

by Anthony J. Policastro

(name /s of person/s)

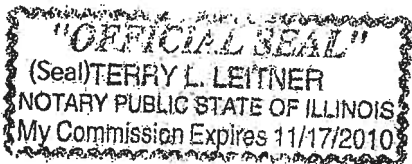
as Chief Scientist

(type of authority, e.g., officer, trustee, etc.)

of Smith's Defectors, Inc

(name of party on behalf of whom instrument was executed).

Terry L. Leitner
Signature of Notary Public



SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Smiths Detection, Inc. (the prime) has carried out maintenance for similar PROTECT systems in NYC, Boston and Washington DC. As a result, the steps and needed equipment for maintenance is well known including the timing of costs for repairs and replacement of wear and tear items.

A contract will be let with CCI Inc. at the start of the work for the scope covering maintenance of networking, cameras and technical support to the detection system. Having access to the buildings' interior equipment, and involved in the installation makes them critical to the success of the project. Their work will have a schedule for routine maintenance and they will work with Smiths for any emergency repair. It will be a team effort from the start with a budget planned for their work that only they can do. Their participation is critical to the success of the program.

The contract with Production Distribution, Inc. is for spare parts and maintenance services that Smiths needs to procure from other vendors. The equipment to be bought is known and its cost well estimated from past applications. Production Distribution Inc. will be dealing with the paperwork and checking the receipt of the orders to be sure that they match exactly the technical requirements. Smiths will meet with them and provide them a schedule of spare parts and services they need to procure for the maintenance of the system.



OFFICE OF COMPLIANCE

August 24, 2010

Susan L Hurley
Cable Communications, Inc.
6200 S. Oakley Ave.
Chicago, IL 60636

Annual No Change Affidavit Due:

February 1, 2011

Dear: Susan L Hurley

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until February 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **February 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 3, 2010**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

oman-ownea ousiness, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period ot to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

able Communications, Inc. is listed in the City's Directory of Minority Business Enterprises and Women
usiness Enterprises in the specialty area(s) of:

28594 Voltage Regulators

72515 Communications Systems, Integrated (Includes Telephone, Clock, Interc

91082 Wiring and Other Electrical Maintenance and Repair Services

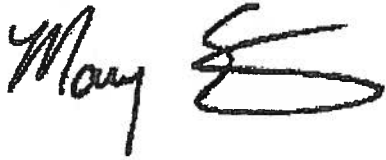
91438 Electrical

93838 First Aid and Safety Equipment (Except Nuclear and Welding) Maintenanc

our firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of
pecialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals
ill be given only for work done in a specialty category.

hank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott". The signature is stylized with a large, sweeping "M" and "E".

Mary Elliott
Acting Managing Deputy

**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor**

Name of Project/Contract: Chicago PROTECT Maintenance Contract
Specification Number: _____

From: Cable Communications, Inc.
(Name of MBE/WBE Firm)

MBE: Yes: _____ No: X
WBE: Yes: X No: _____

To: Smiths Detection and the City of Chicago:
(Name of Prime Contractor-Bidder/Proposer)

The undersigned intends to perform work in connection with the above project as a:

_____ Sole Proprietor X Corporation
_____ Partnership _____ Joint Venture

The MBE/WBE Status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/24/2010 to 2/1/2013 for a period of five years.

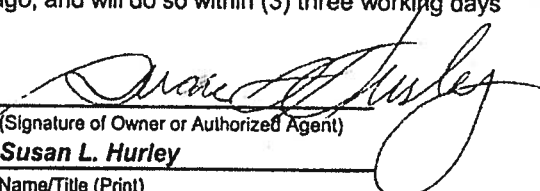
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above name project/contract:

Electrical Labor and Material

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



(Signature of Owner or Authorized Agent)

Susan L. Hurley

Name/Title (Print)

10/28/10

Date

(773) 925-1344

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name Maintenance of Chicago-PROTECT
Specification No. _____
"System II"

State of Illinois

County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Smiths Detection, Inc.
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *
6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

II. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: Cable Communications Inc.
Address: 6200 S Oakley Avenue, Chicago, IL
Contact Person: Michael Bartels Phone: 773-2925-1344
Dollar Amount Participation \$ 12K (year1), 13K (year2), 14K (year3)
Percent Amount of Participation: 15 %
Schedule C-1 attached? Yes X No _____ *

B. Name of MBE/WBE: Production Distribution Co.
Address: 3815 W. 127th Street, Alsip, IL, 60803-1505
Contact Person: Ken Elston Phone: 773-320-8584
Dollar Amount Participation \$ 14K (year1), 15K (year2), 16K (year3)
Percent Amount of Participation: 17 %
Schedule C-1 attached? Yes X No _____ *

C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent Amount
<u>Production Distribution Co.</u>	\$ 12K, 13K, 14K	15 %
_____	\$ (years 1,2,3)	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

2. WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount	Percent Amount
<u>Cable Communications Inc.</u>	\$ 14K, 15K, 16K	17 %
_____	\$ (years 1,2,3)	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name Maintenance of Chicago-PROTECT
Specification No. System II

State of Illinois

County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Smiths Detection, Inc.
Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Smiths Detection, Inc. (the prime) has carried out maintenance for similar PROTECT systems in NYC, Boston and Washington DC. As a result, the steps and needed equipment for maintenance is well known including the timing of costs for repairs and replacement of wear and tear items.

A contract will be let with CCI Inc. at the start of the work for the scope covering maintenance of networking, cameras and technical support to the detection system. Having access to the buildings' interior equipment, and involved in the installation makes them critical to the success of the project. Their work will have a schedule for routine maintenance and they will work with Smiths for any emergency repair. It will be a team effort from the start with a budget planned for their work that only they can do. Their participation is critical to the success of the program.

The contract with Production Distribution, Inc. is for spare parts and maintenance services that Smiths needs to procure from other vendors. The equipment to be bought is known and its cost well estimated from past applications. Production Distribution Inc. will be dealing with the paperwork and checking the receipt of the orders to be sure that they match exactly the technical requirements. Smiths will meet with them and provide them a schedule of spare parts and services they need to procure for the maintenance of the system.

DPS PROJECT CHECKLIST

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

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

General Information:

Date: 11-2010
 Requisition No.: 54448
 Specification No.: (if known) 91813
 PO No.: (if known)
 Modification No.: (if known)
 Previous PO No.: (if known)
 Project Description:

Need by (estimated date):
 Contact Person: LYNN JACKSON-TEERY Project Manager: KEVIN SCHWASS
 Telephone: 312-744-7203 Telephone: 312-744-4043
 Fax: 312-744-6451 Fax: 312-744-5272
 Email: ljackson@cityofchicago.org Email: K.Schwass@cityofchicago.org

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"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
<u>1</u>	<u>009</u>	<u>0M06</u>	<u>072</u>	<u>2005</u>	<u>0140</u>	<u>0000</u>	<u>0000000</u>	<u>096W31</u>	
<u>1</u>	<u>009</u>	<u>0M06</u>	<u>072</u>	<u>2005</u>	<u>0140</u>	<u>0000</u>		<u>096W30</u>	

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: _____ (DATE) Term Estimated Value \$ 82,562.00

Scope Statement:

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

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

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
- Master Agreement (Task Order)
- Standard/One-Time Purchase

Forms

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

Modification/Amendment

- Time Extension** 2-1 year extensions
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

Contract Term:

** Requested Term (Number of Months):

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
- Requesting Site Visit? Yes No

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

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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

If applicable, Pre-Qualification Category No. _____ Category Description: _____
For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

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

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

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:
Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No
Will work be performed within 50 feet of CTA or ATS structure or property? Yes No
Will work be performed airside? Yes No

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

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted
*If yes, attach Confidentiality Statement

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

If Amendment request, please verify and provide the following:

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

DPS PROJECT CHECKLIST

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

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

Attach Recommendation of MBE/WBE/DBE Analysis Form

Is this a Revenue Producing contract?

- Yes No
 Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

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

Current Insurance Requirements prepared/approved by Risk Management:

Will services be performed within 50 feet of CTA train or other railroad property?

Will services be performed on or near a waterway?

- Yes No
 Yes No
 Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

- Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a Request for Information (RFI)?

Is this a Request for Qualifications (RFQ)?

Is this a Request for Proposal (RFP)?

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name: PO#

- Yes No
 Yes No
 Yes No
 Yes* No

Attach a narrative explaining the consulting services and deliverables provided.

Is this a Non-Competitive Procurement?

- Yes* No

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

Is this a request for Individual Contract Services?

- Yes* No

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

Is this a Revenue Producing contract?

- Yes No

Does this request involve the purchase of Software?

*If yes, is City required to sign a software license?

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

- Yes* No
 Yes* No

DPS PROJECT CHECKLIST

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

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

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

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

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

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

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

Technical and/or Functional Requirements, if applicable

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

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

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

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

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

Delivery Location(s)

Technical Literature

Drawings, if any

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

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing Contract?

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

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
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

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

Attach Recommendation of MBE/WBE/DBE Analysis Form

- Is this a Revenue Producing contract? Yes No

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

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

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

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

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

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

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

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.

CERTIFICATION

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

SMITHS DETECTION INC
(Print or type name of Disclosing Party)

Date: 11/17/2010

By:

John C. Carlucci
(Sign here)

ROBERT C. CARTALEMI
(Print or type name of person signing)

DIRECTOR, CONTRACTS & COMPLIANCE
(Print or type title of person signing)

Signed and sworn to before me on (date) 11/17/2010, by Robert C. Cartalemi
at Morris County, New Jersey (State).

Patricia A. Morse Notary Public.

Commission expires: 3-11-2013

PATRICIA A. MORSE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 11, 2013

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Smiths Detection, Inc.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

Smiths Detection, Inc.; 222 S. Riverside Plaza, 29th Floor;
Chicago, Illinois 60606

C. Telephone: 630-654-5512 Fax: 630-654-5512 Email: tony.policastro@smithsdetection.com

D. Name of contact person: Anthony J. Policastro

E. Federal Employer Identification No. (if you have one): 22-3552823

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

This project provides maintenance services to the Chicago-PROTECT system located in City Hall and the Daley Center for one year with two option years. The service covers cameras, detectors, software, servers and user PCs.

G. Which City agency or department is requesting this EDS? Department of the Environment

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # TBD and Contract # TBD

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of Nevada for Smiths Detection, Inc.

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Stephen Phipson	President
Cherif Rizkalla	President and Chief Commercial Officer
Duncan Emery	Strategy Director
Pennie Boyko	Human Resources

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Not Applicable	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

None

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Argonne National Lab.	9700 S Cass Ave Argonne, IL	Subcontractor	\$25K/yr (est.)
Cable Communications, Inc.	(WBE) 6200 S. Oakley Avenue; Chicago, IL	Subcontractor	\$13K/yr (est.)
Production Distribution Co. (MBE)	3815 W 127th St.; Alsip, IL	Subcontractor	\$15K/yr (est.)

(Add sheets if necessary) Note: Smiths Detection Inc. expects to retain each of the above subcontractors.

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Yes No No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Not Applicable

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

Not Applicable

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

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

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

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

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

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

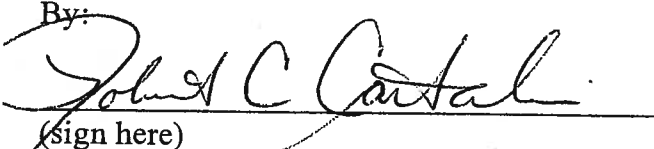
NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Smiths Detection Inc.
(Print or type name of Disclosing Party)

Date: 11/17/2010

By: 
(sign here)

Robert C. Cartalemi
(Print or type name of person signing)

Director, Contracts & Compliance
(Print or type title of person signing)

Signed and sworn to before me on (date) 11/17/2010, by Robert C. Cartalemi
at Morris County, New Jersey (state).

Patricia A. Morse Notary Public.

Commission expires: 3-11-2013

PATRICIA A. MORSE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 11, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2010

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
069972-ALL-GAXWP-10-11 GAWX SM DET		INSURER(S) AFFORDING COVERAGE	
INSURED Smiths Detection, Inc. 60A Columbia Road Morristown, NJ 07960		INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
		INSURER B: XL Insurance Company Ltd.	1121547
		INSURER C: N/A	N/A
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-005120404-02 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> VENDOR'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB2-631-004341-120	08/01/2010	08/01/2011	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-631-004341-100	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			GB00003239LI10A	08/01/2010	08/01/2011	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-63D-004341-130 (AOS)	08/01/2010	08/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A				WC7-631-004341-140 (OR, WI)	08/01/2010	08/01/2011	<input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Chicago, Stefano foods, Inc., its subsidiaries, affiliates and divisions are included as Additional Insured except for Workers' Compensation, where required by written contract.

CERTIFICATE HOLDER City of Chicago Department of Environment 30 N LaSalle St, Suite 200 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sue Srinivasan <i>Sue Srinivasan</i>
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ADDITIONAL INFORMATION

NYC-005120404-02

DATE (MM/DD/YY)
12/02/2010

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500				
069972-ALL-GAXWP-10-11	GAWX	SM DET	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Smiths Detection, Inc. 60A Columbia Road Morristown, NJ 07960			INSURER G:	
			INSURER H:	
			INSURER I:	
			INSURER J:	

TEXT

COMMERCIAL GENERAL LIABILITY EXCLUDES CORRUGATED STAINLESS STEEL TUBING AND AVIATION PRODUCTS COVERAGE. INSURANCE FOR THESE PRODUCTS ARE COVERED ON SEPARATE POLICIES. THE EXCESS LIABILITY PLACEMENT WAS BROKERED BY MARSH LIMITED (LONDON, UK). MARSH USA INC. HAS ONLY ACTED IN THE ROLE AS CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

City of Chicago
Department of Environment
30 N LaSalle St, Suite 200
Chicago, IL 60602

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Sue Srinivasan



