

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

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

Request that negotiations be conducted only with VIDEO RAY for the product and/or services described herein.  
 (Name of Person or Firm)

This is a request for \_\_\_\_\_ (One-Time Contractor Requisition # \_\_\_\_\_, copy attached) or X Term Agreement or \_\_\_\_\_ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the \_\_\_\_\_ (Attach List) Pre-Assigned Specification No. \_\_\_\_\_  
 (Program Name) Pre-Assigned Contract No. \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: \_\_\_\_\_ Company or Agency Name: \_\_\_\_\_  
 Specification #: \_\_\_\_\_ Contract or Program Description: \_\_\_\_\_  
 Mod. #: \_\_\_\_\_ (Attach List, if multiple)

MICHAEL P. PALUMBO      743-5794      M. Palumbo      POLICE      9/27/06  
 Originator Name      Telephone      Signature      Department      Date

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

<input checked="" type="checkbox"/> PROCUREMENT HISTORY	<i>See Attached</i>
<input checked="" type="checkbox"/> ESTIMATED COST	<i>See Attached</i> <b>S. S. R. B.</b>
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS	<i>See Attached</i> <b>DATE _____</b>
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	<i>See Attached</i> <b>APPROVED _____</b>
<input checked="" type="checkbox"/> OTHER	<i>See Attached</i> <b>CONDITIONALLY APPROVED _____</b>
	<b>RETURN TO DEPT. _____</b>
	<b>DISAPPROVED _____</b>

APPROVED BY: [Signature]      \_\_\_\_\_      \_\_\_\_\_  
 DEPARTMENT HEAD OR DESIGNEE      DATE      BOARD CHAIRPERSON      DATE

**PROCUREMENT HISTORY** (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

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

**The Chicago Police Department received homeland security grant funding to purchase an underwater Remote Observation Vehicle (ROV.) Research was conducted and based on the needs of the mission this unit was chosen.**

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

**This is a first time purchase. The Chicago Police Department's Marine & Helicopter Unit does not have this type of equipment.**

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

**Based on the mission of the unit and the locations of where it will be used this is the only ROV that can fulfill the requirements. VideoRay is the only manufacture and distributor of this unit.**

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

**The Commanding Officer of the Chicago Police Department's Marine & Helicopter Unit investigated the different ROV's on the market. The only ROV that could fulfill the requirement of the Department is the VideoRay model.**

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

**Additional funds have been requested through various grant programs to purchase additional unit(s). At this time those funds have not been awarded.**

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

**VideoRay is the only manufacture and distributor of this unit. The company controls the distribution by designating representatives. The company controls the pricing of the product.**

**ESTIMATED COST “ ESTIMATED COST “**

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

**The base model is approximately \$16,205.00. Attached is an options list and price list. The Chicago Police Department currently has approximately \$20,000 to purchase a unit. The funds are from a 2005 Buffer Zone Protection Grant Program that expires 31 December 2006. There are no extensions to the grant.**

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

**Does Not Apply**

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

**Quote from the company.**

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

**Does Not Apply**

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

**Does Not Apply**

**SCHEDULE REQUIREMENTS "SCHEDULE REQUIREMENTS"**

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

**Does Not Apply**

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

**Does Not Apply**

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

**The current grant will expire on 31 December 2006. There are no grant extensions available.**

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

**Does Not Apply**

**EXCLUSIVE OR UNIQUE CAPABILITY “EXCLUSIVE OR UNIQUE CAPABILITY”**

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

**Does Not Apply**

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

**Does Not Apply**

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

**Does Not Apply**

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

**Does Not Apply**

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

**Does Not Apply**

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

**The company manufactures an underwater ROV that is small and compact. The unit can be controlled from the surface and has a camera that will allow personnel on the surface to view the image sent by the ROV. The ROV is small and compact so it can be transported easily and once deployed can reach small confined areas, such as underneath Navy Pier.**

**The ROV will be used for homeland security purposes to search for and identify underwater hazards and explosive devices.**

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

**The VideoRay has the following features that cannot be found on other brands.**

- **Weighs less than 13 pounds**
  - **Includes a tilt-able high resolution color video camera in front and a high resolution, low light black and white camera in the rear**
  - **Exterior is manufactured using anodized aluminum, acrylic and polycarbonate plastics and stainless steel.**
  - **The system is easily transportable in two hard Pelican type cases**
  - **The system is built upon an open architecture that supports modular sensor exchanges for accessories such as a manipulator, sonar, various vehicle tracking systems, material thickness gauges, radiation and water quality sensors**
  - **The system includes halogen lights that are controllable from the surface for capturing images in no natural light conditions**
  - **The system has a tether deployment system**
  - **The company provides a comprehensive support and maintenance program that will provide the City with a loaner ROV while the purchased ROV is being repaired**
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

**VideoRay is the sole distributor of parts and accessories for the products.**

## **MBE/WBE COMPLIANCE PLAN**

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

## **OTHER "OTHER"**

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

## **REVIEW AND APPROVAL "REVIEW AND APPROVAL"**

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

# DPS PROJECT CHECKLIST

For DPS Use Only

Date Received \_\_\_\_\_  
 Date Returned \_\_\_\_\_  
 Date Accepted \_\_\_\_\_  
 CA/CN's Name \_\_\_\_\_

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

**GENERAL INFORMATION:**

Date: 9/27/06  
 REQ No.: 30256

Contact Person: MPPalumbo  
 Tel: 5-5794 Fax: 5-6841 E-mail: @cityofchicago.org

PO No.: (if known):

Project Manager:  
 Tel: SAME Fax: E-mail: @cityofchicago.org

Modification No.: (if known):

Previous PO No.: (if known):

Project Description:

VID20 RAY PRO ROV Y ACCESSORIES

**FUNDING:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
<u>01</u>	<u>005</u>	<u>0M01</u>	<u>57</u>	<u>0571003</u>	<u>0400</u>	<u>220 Y00</u>			<u>05CBOT</u>	<u>DUR</u>

Estimated Value \$ DUR

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

**SCOPE STATEMENT:**

Attached is a Detailed Scope of Services and/or Specification

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

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

**TYPE OF PROCUREMENT REQUESTED (check all that apply):**

**NEW REQUEST**

- Blanket Agreement  
 Standard Agreement  
 Small Orders

**MOD/AMENDMENT**

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

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

CONTRACT TERM: Requested Term (number of months): 60 MONTH (3yr + 2 options)

**PRE BID/SUBMITTAL REQUIREMENTS:**

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



**CITY OF CHICAGO  
 PURCHASE REQUISITION**

**Copy (Department)**

<b>DELIVER TO:</b>  734 500 EAST RANDOLPH STREET MARINE UNIT Chicago, IL	<b>REQUISITION:</b> 30256  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 57 - DEPARTMENT OF POLICE <b>PREPARER:</b> Esther M Shelby <b>NEEDED:</b> <b>APPROVED:</b> 9/26/2006
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**REQUISITION DESCRIPTION**

REQUEST FOR 5 YEAR AGREEMENT FOR THE PURCHASE OF 2 VIDEO RAY PRO ROV, PARTS AND ACCESSORIES, AND MAINTENENCE AND REPAIR OF PRO ROV  
 SPECIFICATION NUMBER: 51409

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	1202810100 COMMUNICATION EQUIPMENT, MARINE - VIDEO RAY PRO ROV	2.00	Each	0.00	0.00

**SUGGESTED VENDOR:**

**REQUESTED BY:** Esther M Shelby

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	005	0M01	0571005	0400	220400	0000	00000000	05CS0T	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
2	12028.11 PARTS AND ACCESSORIES, FOR VIDEO RAY PRO ROV	20,000.00	USD	0.00	0.00

**SUGGESTED VENDOR:**

**REQUESTED BY:** Esther M Shelby

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	005	0M01	0571005	0400	220400	0000	00000000	05CS0T	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
3	9595150010 MARINE EQUIPMENT, MAINTENANCE AND REPAIR - REPAIR SERVICE FOR VIDEO RAY PRO ROV	357.00	Hour	0.00	0.00

**SUGGESTED VENDOR:**

**REQUESTED BY:** Esther M Shelby

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	005	0M01	0571005	0400	220400	0000	00000000	05CS0T	00000	0000	0.00
<b>LINE TOTAL:</b>											<b>0.00</b>

**REQUISITION TOTAL: 0.00**

# DPS PROJECT CHECKLIST

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Date Received	_____
Date Returned	_____
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CA/CN's Name	_____

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## GENERAL INFORMATION:

Date: 29/SEPT/2006  
REQ No.: 30256

Contact Person: Molly Longanecker  
Tel: 5-5599 Fax: E-  
mail: molly.longanecker@chicagopolice.org  
@cityofchicago.org

PO No.: (if known):

Project Manager:  
Tel: Fax: E-mail:  
@cityofchicago.org

Modification No.: (if known):

Previous PO No.: (if known):

Project Description: Sole Source/ Remote Observatio Vehicle (ROV)

## FUNDING:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT

Estimated Value \$

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

## SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

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A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

## TYPE OF PROCUREMENT REQUESTED (check all that apply):

### NEW REQUEST

- Blanket Agreement  
 Standard Agreement  
 Small Orders

### MOD/AMENDMENT

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

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

CONTRACT TERM: 3yr Requested Term (number of months): 36months 2 - 1yr extensions

## **General Scope of Work**

The Chicago Police Department's Marine & Helicopter Unit requires the purchase, for City of Chicago, an underwater Remote Observation Vehicle (ROV), accessories, parts and service. The funds for this purchase were awarded from the federal government's Buffer Zone Protection grant program. This grant will expire 31 December 2006 and there are no extensions.

This ROV will assist the unit with their homeland security mission of preventing, protecting and responding to maritime incidents. The device will be used to locate underwater hazards, such as improvised or military explosive devices, evidence or body recovery without placing Department personnel in harms way.

### ***Contract Term and Extensions***

The user Department requests a three (3) year contract with two (2) one (1) year extensions.

### ***User Department Contacts***

The Commanding Officer of the Chicago Police Department's Marine & Helicopter Unit will be the point of contact. Mailing Address:

Chicago Police Department  
C/O Marine & Helicopter Unit  
3510 S. Michigan Avenue  
Chicago, IL 60653

### ***Price List and Catalogs***

Attached is the price list and parts list with prices. There are no catalogs for this item.

### ***Warranty***

The unit comes with a standard one (1) year limited warranty covering manufacturing and component defects. Please refer to the sub-section Maintenance/Service Packages and the

## ***Detailed Specifications***

### **BASE SYSTEM**

The VideoRay Professional is the base system the unit wishes to purchase.

Listed below are specifications for the base system.

- Entire system must be contained within two (2) Pelican hard cases
- The total system must not weigh more than 120 pounds
- The ROV must be rated to a depth of 500 feet
- The system must come with a minimum of 250 feet of neutrally buoyant tether
- The ROV must have a minimum speed of 2.6 knots
- The ROV must have minimum dimensions of 12"x9"x8.5" and maximum dimensions of 14.2"x11"x8.5"
- The system must have automatic depth control, rate of increase/decrease controllable from the surface
- The system must have a depth gauge, heading, cumulative hour meter, all which is read from the LCD display in the control box.
- The ROV must have two (2) high efficiency halogen lights with a minimum of 20 watts and variable controlled rear lights. The lights must be able to be controlled from the surface
- The system must have joystick controls that provide horizontal movement of the ROV plus select between Depth, Camera Tilt, Focus or Lights, thus allowing for one handed control of the system
- The front facing color camera must have a minimum of 570 lines high resolution, 0.3 lux with wide angle lens, variable control tilt and variable control focus, all which are controlled from the surface.
- The rear facing camera must have 430 line 0.1 Lux rear facing black & white camera with integrated ultra high intensity LED light array
- The system must have a minimum 5" color LCD display that is upgradeable to a larger 15" color LCD display
- The ROV must have 60mm performance thrusters, a vertical thruster and a variable ballast weight set.
- The system must have a composite video out connection that will work with a variety of video display and recording devices
- The system must come with the owner's manual, spare parts and a basic tool kit for the unit
- The system must have a submersible power consumption less than 300 watts of 100-240 VAC, 50-60Hz Power
- The maximum voltage in the tether is 48VDC

### **ACCESSORIES**

Listed below are pertinent accessories that may be purchased based on fund availability.

- Additional lengths of neutrally buoyant tether
- Tritech Laser Scalar
- Tether deployment system (self contained reel for easy tether management)
- Microphone for real-time audio annotation of video recording
- User option to superimpose depth, time, date and heading information on video
- Upgradeable monitor to 15 inch color LCD display that will fit inside of the control box
- 100mm high performance thrusters
- Additional modular floatation

- An attachable scanning sonar unit
- Professional Performance Package
- ROV Pilot GPS Positioning System
- An attachable aqua map ship hull positioning system
- PC Control interface kit
- Wireless handheld controller
- 800 watt inverter for use with 12 volt DC power source
- Handheld compass
- Professional performance battery
- Lighted Auxiliary Zoom Inspection Camera
- Radiation detection system that mounts to the ROV
- Micro Manipulator (Remote controlled gripping device)
- Comprehensive support and maintenance program from the manufacture

### MAINTENANCE/SERVICE PACKAGES

Listed below are different maintenance/service programs that are available. These items will be utilized after the expiration of the provided one (1) year warranty.

- **Field Service Package** - Includes two (2) main domes, three seal cartridges, 50mm and 60mm Prop Sets and Thruster Guards, one float block, one O-ring set for the entire vehicle, one weight set, four 12 V bulbs, one skid assembly, one O-ring & gasket speed lubricator.
- **Field Service Package (GTO)** - Includes two (2) main domes, three seal cartridges, 50mm and 60mm Prop Sets and Thruster Guards, one float block, one O-ring set for the entire vehicle, one weight set, four 12 V bulbs, one skid assembly, one O-ring & gasket speed lubricator.
- **Ultimate Field Service Package** - Includes all items listed in the Field Service Package plus, one Pressure Sensor, All Circuit Boards and heat sink assemblies, one main power supply, three motors, two light domes, one chip extractor, tie wraps, one multi meter, a calibration tool.
- **Ultimate Field Service Package (GTO)** - Includes all items listed in the Field Service Package plus, one Pressure Sensor, All Circuit Boards and heat sink assemblies, one main power supply, three motors, two light domes, one chip extractor, tie wraps, one multi meter, a calibration tool.
- See attached Parts list for individual repair parts.
- Labor Rate for service is \$75.00 per hour.
- attached Parts List for further information.



580 Wall St  
Phoenixville PA 19460 USA  
Phone: (610) 458-3000  
FAX: (610) 458-3010

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September 14, 2006

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

Dear Mr, Palumbo:

On September 7, 2006, we contacted the following companies and assist agencies via fax for the potential representation of VideoRay products in the Chicago area:

- Humboldt Construction Company.
- Kem Retail Consulting.
- Princess Transportation
- African American Contractors Association
- Association of Asian Construction Enterprises
- Federation of Women Contractors

As of yet, we have not received any responses.

Due to this, we request a full 16.9 % MBE and 4.5% waiver in this matter.

Please let me know if you have any questions.

Regards,

Erick Estrada  
Sales Director, VideoRay

# Quotation



**TO:** Lt. Steve Georgas  
 CPD - Marine & Helicopter Unit  
 3510 S. Michigan Avenue  
  
 Chicago, IL  
 USA

580 Wall Street, Phoenixville, PA 19460  
**Phone:** +1 610-458-3000  
**Fax:** +1 610-458-3010

**VideoRay Point of Contact**  
 Erick Estrada  
[erick.estrada@videoray.com](mailto:erick.estrada@videoray.com)  
 +1 610-458-3000 x 204

**Date:** 22-Sep-2006

GSA Contract #: GS-07F-5966R  
 EIN: 2330063180  
 DUNS: 28937576

Quotation #: 6092201  
 Terms: Net 60 days  
 Ship Date: 30 days from receipt of order  
 Ship Via: TBD

Product & Accessories					
Item #	QTY	Description	Unit Price	TOTAL	Approval
1		VideoRay Pro Depth Rated to 150 m, Control box, 76 meters of neutrally buoyant tether, tool kit.	16,205.00	16,205.00	
				-	
				-	
				-	
				-	
				-	
				-	
				-	

Product & Accessories Total \$ 16,205.00

Training				
QTY	Description	Unit Price	TOTAL	Approval
Training Total \$ -				

Labor				
QTY	Description	Unit Price	TOTAL	Approval
1	Hour rate	75.00	TBD	
			Labor Total \$	-

Quotation Summary				
			Product & Accessories Total	16,205.00
			Training Total	-
			Labor Total	-
			<b>QUOTATION TOTAL \$</b>	<b>16,205.00</b>

312-742-3203  
 312-742-3207 - Fax  
 Steve.Georgas@chicagopolice.org

Authorized Quotation Approval

Erick Estrada      22-Sep-06  
 Authorized By                  Date

\_\_\_\_\_  
 Authorized By                                  Date

Authorized Signature

Authorized By (Signature)

All prices are in United States Dollars - Quotations are valid for 30 days.

# Maintenance and Parts List for Video Ray Professional

Item	2006 Price
Field Service Package	\$1,155.00
Field Service Package - GTO	\$1,155.00
Ultimate Field Service Package	\$3,995.00
Ultimate Field Service Package - GTO	\$3,995.00
Main Domes (1)	\$50.00
Main Domes (4)	\$100.00
Pressure Sensor	\$225.00
Compass Sensor	\$145.00
Pro Expansion Board	\$395.00
Upper Circuit Board	\$695.00
Lower Circuit Board PWM	\$895.00
All Circuit Boards	\$1,900.00
Joystick Assembly	\$280.00
Main Power Supply	\$410.00
LCD	\$195.00
Microphone	\$149.00
Thruster Motor	\$295.00
Seal Cartridge, per Thruster	\$195.00
50 mm Prop Set (3)	\$15.00
60 mm Prop Set (3)	\$20.00
Skid	\$100.00
50 mm Thruster Guard	\$75.00
60 mm Thruster Guard	\$125.00
GTO Thruster Nozzel (1)	\$495.00
Float Block	\$250.00
Float Block	\$300.00
Large Float Block - use with sensors weighing over 2 kgs	\$475.00
Termination Block	\$250.00
Termination Block	\$350.00
Negatively Buoyant Extension Tether (Per foot)	\$3.50
Neutral Tether (Per foot)	\$5.00
PPT (Per foot)	\$7.50
Tether Termination	\$290.00
O-Ring set (entire vehicle)	\$40.00
ToolKit	\$305.00
Pressure Calibration Tool (air hose)	\$149.00
Pressure Calibration Tool (manual)	\$149.00
Weight set	\$95.00
Ballast clamp assembly	\$85.00
Manipulator clamp assembly	\$85.00
851 sonar clamp assembly	\$120.00
8 pin male connector for customer termination	\$150.00
8 pin female connector for customer termination	\$150.00
9 pin male whip	\$150.00
12 V bulb (older rodded)	\$10.00
12 V bulb (parabolic)	\$10.00
Light Dome (polycarbonate)	\$75.00
Pro III Thruster (complete assembly) 2	\$2,500.00



# Accessories and Sensors for VideoRay Professional

	2006 Price
<b>Accessories and Sensors</b>	
<b>Tether Accessories</b>	
Standard Tether - neutral bouyancy (250 ft / 76 m)	\$1,830.00
Performance Tether - neutral bouyancy (131 ft / 40 m)	\$1,400.00
Extension Tether - negatively bouyant (250 ft / 76 m)	\$1,300.00
Extension Tether - negatively bouyant (750 ft / 229 m)	\$2,845.00
Extension Tether - negatively bouyant (1050 ft / 305 m)	\$3,595.00
Tether Deployment System	\$1,900.00
Extended Tether Deployment System	\$2,295.00
<b>Power Accessories</b>	
Portable Power Package	\$1,995.00
800 Watt 12 Volt Inverter	\$275.00
<b>Thrust Accessories</b>	
GTO thruster upgrade (100 mm props)	\$7,000.00
<b>Flotation Accessories</b>	
Large Float Block <i>(for sensors exceeding a weight of 2 kgs)</i>	\$475.00
<b>Control Accessories</b>	
PC Pilot Control Package	\$480.00
PC Pilot Control Plus Package	\$6,030.00
PC Pilot Internet Package	\$3,445.00
PC Pilot Internet Plus Package	\$8,995.00
<b>Display &amp; Recording Accessories</b>	
15 inch Video Display Monitor	\$1,695.00
Mini-microphone for audio annotation	\$125.00
Digital Recording Package	\$2,195.00
<b>Sub Accessories &amp; Sensors</b>	
Manipulator	\$2,995.00
Tritech Laser Scalar	\$1,995.00
Professional Performance Battery	\$1,495.00
<b>Sonar</b>	
Tritech SeaSprite Scanning Sonar	\$8,995.00
BlueView 450 ProViewer	\$23,500.00
<b>Positioning Systems</b>	
Desert Star ROV PILOT Positioning System	\$6,000.00
GPS Integration Upgade for Desert Star ROV PILOT	\$8,995.00
Desert Star ROV PILOT with GPS Integration	\$14,995.00
Desert Star AquaMap Ship Hull Inspection System	\$27,495.00
Desert Star AquaMap Universe Upgrade	\$33,995.00
Desert Star AquaMap Universe Bundle	\$39,995.00
<b>Sensors</b>	
GM Tube Radiation Sensor	\$2,995.00
Thickness Gauge from Cygnus Instruments	check with manufacturer
YSI Sonde with multiple water sensors	check with manufacturer
CP Probe	check with manufacturer



580 Wall St  
Phoenixville PA 19460 USA  
Phone: (610) 458-3000  
FAX: (610) 458-3010

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September 14, 2006

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

Dear Mr, Palumbo:

On September 7, 2006, we contacted the following companies and assist agencies via fax for the potential representation of VideoRay products in the Chicago area:

- Humboldt Construction Company.
- Kem Retail Consulting.
- Princess Transportation
- African American Contractors Association
- Association of Asian Construction Enterprises
- Federation of Women Contractors

As of yet, we have not received any responses.

Due to this, we request a full 16.9 % MBE and 4.5% waiver in this matter.

Please let me know if you have any questions.

Regards,

Erick Estrada  
Sales Director, VideoRay

**VideoRay**



580 Wall St.  
Phoenixville PA 19460  
610-458-3000  
*610-547-5512*

---

August 23rd, 2006

Lt. Steve Georgas  
Commanding Officer  
CPD - Marine & Helicopter Unit  
Chicago Police Department  
3510 S. Michigan Avenue  
Chicago, IL 60653

Dear Lt. Georgas:

This letter serves to certify that VideoRay LLC is the sole source of manufacturer and supplier of the VideoRay Pro.

Please let me know if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Erick Estrada", with a long horizontal flourish extending to the right.

Erick Estrada  
VideoRay LLC



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

ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AGREEMENT AMENDMENT TERMS AND CONDITIONS

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703-4528, and City of Chicago – Chemtrade Logistics (Grantee), 1411 West Madison, Chicago, Illinois 60607.

Changes/additions are in *italic type*.

**Part II. TERM:** *The term of this Grant Agreement shall be from date of final execution through December 31, 2006.*

IN WITNESS WHEREOF, the Grantee and Grantor have caused this amendment to be executed on the dates shown below by representatives authorized to bind the respective Parties.

Grantor: IL Emergency Management Agency

Grantee: City of Chicago – Chemtrade Logistics

Signature: \_\_\_\_\_

Signature: Andrew Velasquez

Name (print): William C. Burke

Name (print): Andrew Velasquez

Title: Director

Title: Executive Director

Date: \_\_\_\_\_

Date: 2/22/06

(Extend Grant Term to December 31, 2006)



Rod R. Blagojevich, Governor

William C. Burke, Director

## NOTICE OF GRANT AGREEMENT

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

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 110 East Adams Street, Springfield, Illinois 62701-1109, and City of Chicago (Grantee), 1411 West Madison, Chicago, Illinois 60607.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS) Fiscal Year 2005 Buffer Zone Protection Program (CFDA #97.078) to reduce vulnerabilities of CI/KR sites by extending the protected area around a site into the surrounding community and supporting the prevention and preparedness efforts of local first responders. This grant is specifically designated for the Chemtrade Logistics.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding \$50,000.00 for the period from the date of final execution to March 31, 2006. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

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

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

### Part II - Term

The term of this Grant Agreement shall be from the date of final execution by the Grantor through March 31, 2006.

### Part III - Scope of Work

The Grantee budget detail worksheet is provided in Attachment A. The Initial Strategy Implementation Program (ISIP) is provided in Attachment B. As each budget detail worksheet and ISIP is approved, it shall also be considered as an attachment of this Grant Agreement.

**Part IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$50,000.00.

**Part V - Terms and Conditions**

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or DHS fails to provide the funds. The Grantor shall give Grantee's notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform shall cease upon notice by Agency of lack of appropriated funds.

**METHOD OF COMPENSATION:** The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this agreement shall be incurred after December 31, 2006.  
March

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

**REPORTS:** The Grantee shall submit a semi-annual programmatic activity narrative and financial report called the Bi-Annual Strategy Implementation Report (BSIR) to the Grantor every January 15 and July 15 throughout the performance period ending December 31, 2006. The financial report (BSIR) must include the amount of funding received, obligated and expended every December 31 (for the January 15 report) and June 30 (for the July 31 report). Noncompliance of the reporting requirements may be cause to terminate this Agreement.

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

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

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

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

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

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

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

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

**NON-DISCRIMINATION:** In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

**WORK PRODUCT:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Grantor, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Grantor in a separate agreement. The Grantee acknowledges the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security reserves a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize for use, for any purpose the Grantor deems relevant: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."



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

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

#### **Part VI - Assurances**

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

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

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

#### **Part VII - Certification**

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee

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

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

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

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

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 36-6005820 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent              |
| <input type="checkbox"/> Sole Proprietorship           | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization        |
| <input type="checkbox"/> Corporation                   | ( IRC 501(a) only)                                      |
| <input type="checkbox"/> Not-for-profit Corporation    | <input type="checkbox"/> Trust or Estate                |
| <input type="checkbox"/> Medical and Health Care       |   |
| <input type="checkbox"/> Services Provider Corporation |   |

#### Part VIII - Drug Free Certification

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

For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a

2005 Buffer Zone Protection Program Grant

City of Chicago

Page 6 of 8

department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs, and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting Agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Grantor: IL Emergency Management Agency

Grantee: City of Chicago

By: William C. Burke

William C. Burke, Director

By: Andrew Velasquez III

Andrew Velasquez III, Director

DATE: 9-19-05

DATE: 9/15/05

**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:

Video Bay LLC

**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:

580 wall st  
phoenixville PA 19460

C. Telephone: 610 458 3000 Fax: 610 458 3010 Email: info@videobay.com

D. Name of contact person: erick estrada

E. Federal Employer Identification No. (if you have one): 23 3063180

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):

underwater remote operated vehicle

G. Which City agency or department is requesting this EDS? Police

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

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company\*
- Publicly registered business corporation
- Limited liability partnership\*
- Privately held business corporation
- Joint venture\*
- Sole proprietorship
- Not-for-profit corporation
- General partnership\*
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership\*
- Yes  No
- Trust
- Other (please specify)

\* Note B.1.b below.

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

PENNSYLVANIA

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

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
Scott Bentley	President
MARCUS Kolb	Director R&D
Chris Gibson	Director sales & marketing
Tom Glebas	Vice President

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
Scott Bentley	580 wall st, Phoenixville PA 19360	70%
MARCUS Kolb	580 wall st Phoenixville PA 19360	2.5%

**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):

---



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**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)
/			
/			
/			
/			

(Add sheets if necessary)

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:

- 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;
- 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
- 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
- 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:

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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):

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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
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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.

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:

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**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):

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(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](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:

Company size is less than 25 people.

**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](http://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.

VIDEORAY LLC  
(Print or type name of Disclosing Party)

Date: SEPT. 7, 2006

By:

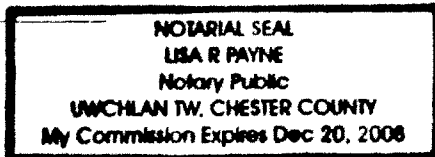
[Signature]  
(sign here)

THOMAS GLEBAS  
(Print or type name of person signing)

V.P.  
(Print or type title of person signing)

Signed and sworn to before me on (date) 9/7/2006, by Thomas Glebas,  
at Chester County, PA (state).

[Signature] Notary Public.  
Commission expires: \_\_\_\_\_





**Richard M. Daley**  
Mayor

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

**Philip J. Cline**  
Superintendent of Police

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

September 27, 2006

**ATTN: CHRISTINE SMITH**

**SUBJECT: SOLE SOURCE REQUEST  
REQUISITION NUMBER 30256  
REMOTE OBSERVATION VEHICLE (ROV)**

Attached, please find one Justification for Non-COMpetitive Procurement with vendor Video Ray LLC. It is requested that this matter be scheduled for the **Thursday, October 5, 2006** agenda.

Your attention to this matter is greatly appreciated.

Sincerely,

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

Michael P. Palumbo  
Contract Administrator