

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

S. S. R. B.

JNCP Form Rev _____

DATE _____

APPROVED... 4-0

CONDITIONALLY

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

RETURN TO DEPT.

COMPLETE THIS SECTION IF NEW CONTRACT

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

DISAPPROVED....

Request that negotiations be conducted only with ORCHID CELLMARK 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 Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____
 (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract #: _____	Company or Agency Name: <u>ORCHID CELLMARK</u>
Specification # _____	Contract or Program Description: <u>DNA TESTING</u>
Modification #: _____	(Attach List, if multiple)
<u>MICHAEL PALUMBO</u> Originator Name	<u>5-5794</u> Telephone
<u>Michael Palumbo</u> Signature	<u>Police</u> Department
	<u>9/29/09</u> Date

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

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

APPROVED BY _____

DEPARTMENT HEAD OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE

Janie D. Lee
CHIEF PROCUREMENT OFFICER

10/16/09
DATE OF APPROVAL



Richard M. Daley
Mayor

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

Jody P. Weis
Superintendent of Police

September 30, 2009

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
City Hall Room 403

ATTN: TERRENCE GLAVIN

SUBJECT: OCTOBER SOLE SOURCE AGENDA


The Police Department has identified a need for a Sole Source contract with vendor Cellmark Orchid for specialized DNA testing for the department's Cold Case Unit. To that end, attached please find;

- 1) One Justification For Non-Competitive Procurement.
- 2) One manufacturer Sole Source letter.
- 3) One DPS Checklist.
- 4) One approved quote from the vendor.
- 5) One copy of the Grant that funds this requirement.

Please take the necessary action to place this item on the October Sole Source agenda.

Your attention to this matter is greatly appreciated.

Sincerely,


Michael P. Palumbo
Contract Administrator
Police Department

PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

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

In 2007, the Cold Case Squad applied for a grant entitled "Solving Cold Cases with DNA" from the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice. The requested amount was for \$498,579.00 and that was the final amount awarded.

During the writing of the grant, rates for DNA testing were obtained and received via a letter from Orchid Cellmark and the information was included in the grant paperwork.

Because of a major backlog of DNA cases that needed to be tested, the Illinois State Police Forensic Science Center in Chicago had a contract in-place with Orchid Cellmark whereby the ISP would send evidence to Cellmark for DNA testing. It was later learned that Orchid Cellmark provided a discounted rate to the ISP at which time a decision was made to obtain the same pricing schedule by "piggy-backing" onto the ISP contract. The grant was initiated in 2008, however due to the technicalities of contract negotiations for the DNA contract procurement issues, the money was not released to the Cold Case Squad until February 2009.

Upon release of the funds, Cold Case personnel began sending evidence to Orchid Cellmark. Once the evidence was processed, Cellmark began to submit their bills to Larry Blustain at the CPD Finance Division. Upon reviewing line-item testing, Mr. Blustain realized that there were some line-items listed for payments that were not on the ISP/CPD contract.

It was determined that the "non-contractual" line-items were for "evidence screening", i.e. testing the evidence to see if there is the possibility of any type of DNA being present. Basically, it means that before an item can be **TESTED** for DNA, it has to be established that there **IS** DNA. Because ISP only submitted "screened" evidence to Orchid Cellmark, there was no need for such pricing on the ISP contract. Although the Cold Case grant paperwork included a letter dated 2007 from Orchid Cellmark with prices for "screening", it was learned that this letter had not been part of the "piggy-back" process and therefore "screening" was not part of the CPD contract.

If items cannot be screened, further testing cannot be completed, thereby negating the sole purpose of the grant.

In addition to "screening", there are currently two additional types of tests that are available for very specific DNA testing, that being "Mini-Filer (Mini-STR)" and "Mitochondrial DNA" testing.

At the time the grant was written in 2007, Mini-Filer (Mini-STR) testing was in its infancy. Since that time, it has been determined that samples which even a year or two ago would not be considered good candidates for DNA testing may now yield results with the extremely sensitive MiniFiler kit. Since the DNA fragments that are created through amplification with the MiniFiler kit are much smaller than traditional STR analysis, the types of samples that can benefit from MiniFiler typing are those that are degraded or inhibited. Minifiler has the added benefit of being very cost-effective relative to mitochondrial DNA analysis, which has been the technology of choice for degraded samples in the past.

Mitochondrial DNA testing is used in cases with degraded or small samples that have not yielded results using conventional STR analysis which would include minute quantities of blood or other body fluids, when attempting to test cut or shed hair which does not contain a root and thus will not work using conventional STR analysis and samples that have been subjected to the environmental extremes of heat, humidity or burning.

Mitochondrial DNA (mtDNA) is present in the mitochondria of every cell in the human body. The mitochondria are the energy-producing bodies of a cell and are present in large quantities in human cells. Therefore, if a sample is highly degraded, it is possible that mtDNA can still be successfully analyzed even if standard DNA techniques have failed.

Mitochondrial DNA sequence analysis, while not suitable for every case, is a proven technology useful when standard STR-based approaches have been attempted and found to be uninformative.

The Grant, which was written in 2007, indicated that the FBI could do mitochondrial testing for free and would continue to do so on cases that do not require immediate results. However, in an effort to shorten the process on cases that are already being tested by Orchid Cellmark, it would be beneficial to know that Cellmark would be authorized to continue the already "in-progress" testing and complete the entire process at one time, therefore preserving the chain of custody for future prosecutorial purposes. This would eliminate the need for Orchid Cellmark to repackage the evidence, forward it to the Chicago Police Department who, in turn, would then have to forward the evidence to the FBI. Mitochondrial DNA is not a test that is done on a regular basis and it is expected that the Cold Case Squad would only use this technique as a last resort under extreme, exigent circumstances. However it would be beneficial to know that the funding is there if it so needed.

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

Since the inception of this grant, Orchid Cellmark has been authorized to perform DNA testing for the Cold Case Squad. It is expected that Orchid Cellmark will continue to perform the tests for the duration of the grant period.

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

The Illinois State Police Forensic Science Center at Chicago already had a competitively-bid contract in place. Because of this fact and the relatively-short overall length of the DNA grant, the determination was made to piggy-back onto the ISP contract for the best rates from a proven, certified vendor.

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).**

As explained above, the CPD has previously been authorized to piggy-back onto the Illinois State Police Forensic Science Center contract with Orchid Cellmark due to the pricing policy.

In addition to pricing, the quality of the testing must also be considered.

For several years, the Illinois State Police Lab at Chicago utilized the services of Orchid Cellmark for their evidence outsourcing. However, due to their bidding process, the ISP subsequently transferred their testing to the service of The Bode Technology Group for DNA testing. Within the past 2-3 years, the ISP had to cancel the Bode contract mid-stream when it was determined, through independent testing, that quite a few of Bode's test results were not correct. ISP subsequently returned to Orchid Cellmark for outsourcing.

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

It is expected that DNA testing will be done by Orchid Cellmark for the duration of this grant, which ends in June, 2010.

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

The selection of Orchid Cellmark for DNA testing for the duration of this grant is based on their ability to provide services in a timely manner and with accurate results. Their testing procedures comply with the requirement for entry into the CODIS (Combined DNA Index System) database.

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 funding source for this testing is from the "Solving Cold Cases with DNA" grant, approved by the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice in the amount of \$498,579.00.

Per a letter from Orchid Cellmark dated 30 April 2007, the cost of screening small items was listed as \$320 an item and the cost of screening large items was \$200 per hour. In a letter dated 14 January 2009, the cost for screening both small and large items remained the same. The additional cost of Minifiler (Mini-STR) would be \$1,165 per sample and Mitochondrial testing is \$2,565 per sample. "Again, it should be noted that ISP does not do Mini-Filer testing nor does it do Mitochondrial testing).

Orchid Cellmark also indicated that "Additional testing options which may become available during this contract period, 10% off of List Price." As this is a grant, there is no cost to the City of Chicago.

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

The "Solving Cold Cases with DNA" grant runs through June, 2010. It is expected that the entire grant amount will be utilized as stated in the original grant. The majority of the money is being used for DNA testing of as many homicide cases as possible. Testing needs for each homicide are different, based on the amount of evidence submitted and the type of testing required.

Funds are also available for travel, computers, and overtime for case review. It is expected that any money not utilized for the above three components could then be applied toward additional DNA testing.

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).

Costs are based on a current ISP/CPD contract as well as amounts indicated by Orchid Cellmark for additional, newer, testing purposes.

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.

Not Applicable.

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

There is a current contract in place with Orchid Cellmark for DNA testing based on the needs of the Illinois State Police. In a letter dated 14 January 2009, Orchid Cellmark had indicated the following additional prices:

Screening small items:	\$320.00 an item
Screening large items:	\$200.00 an hour
Minifiler:	\$1,165.00 per sample
Mitochondrial:	\$2,565.00 per sample
Additional testing options which may become available during this contract period	10% off of List Price
Expedited turnaround time is Available for an additional per Sample charge:	
5 business days	\$1,000.00 per sample
10 business days	\$800.00 per sample
15 business days	\$600.00 per sample

SCHEDULE REQUIREMENTS "SCHEDULE REQUIREMENTS"

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

The "Solving Cold Cases with DNA" grant was for a period of 18 months (January 2008-June 2009). Because of procurement issues involving DNA pricing, funding was finally distributed in February, 2009. Due to the disparity in the original grant timeline, the grant was extended for an additional year, which is expected to expire in June, 2010. At that point, all monies will have to be expended.

The first bills received from Orchid Cellmark were for evidence testing completed in April and May, 2009. At that time it was determined that some of the items listed were "non-contractual" i.e. not in the current ISP contract and therefore not in the current CPD contract.

- 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.**

Not Applicable.

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

As indicated above, the Grant Extension is due to expire in June 2010. Each case that is sent to Orchid Cellmark takes approximately two months to be completed. In some cases, additional testing may take longer.

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

All the work being done and requested to be completed by Orchid Cellmark are being paid for with grant funds under the "Solving Cold Cases with DNA" Application Number 2007-91740-IL-DN. There is no cost to the City of Chicago.

When the "Solving Cold Cases With DNA" grant was written in 2007, one of the main components was the fact that Orchid Cellmark would be able to test evidence and issue a report within sixty (60) working days.

There is currently a process in place whereby homicide evidence is forwarded to Orchid Cellmark. The evidence is then processed and the final test results are forwarded to the Illinois State Police Forensic Science Center in Chicago. At that time, ISP FSCC reviews the Cellmark lab results and, if certain criteria are met, positive DNA samples are entered into CODIS (Combined DNA Index System) by ISP personnel. Part of the agreement with the ISP was their willingness to upload and search the appropriate profiles in the CODIS database and process all appropriate reports and follow-ups. As an example, of the first five (5) homicide cases sent to Cellmark for processing, three of the cases resulted in positive DNA evidence being extracted. After entry into CODIS (Combined DNA Index System), evidence from one of the three cases was linked to a known offender.

The CODIS (Combined DNA Index System) system generates investigative leads in cases where biological evidence is recovered from the crime scene. Matches made among profiles in the Forensic Index can link crime scenes together, possibly identifying serial offenders. Based upon a match, police from multiple jurisdictions can coordinate their respective investigations and share the leads they developed independently. Matches made between the Forensic and Offender Indexes provide investigators with the identity of a suspected perpetrator(s). Since names and other personally identifiable information are not stored at NDIS, qualified DNA analysts in the laboratories sharing matching profiles contact each other to confirm the candidate match.

If the ability to screen evidence is not available, the entire process comes to a complete halt. Without screening, it can't be determined if there is any viable DNA evidence. The purpose of the grant is to find DNA. As indicated in a previous paragraph, a known offender has been identified in one of the first five cases submitted under the grant.

In addition, with the ability to add the opportunity for the newest testing technology available, Orchid Cellmark will be able to continue uninterrupted testing of items which may lead to additional offender identification.

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.**

Not Applicable.

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

Orchid Cellmark is one of the primary labs used by law enforcement personnel throughout the country, with a proven history of acceptable testing procedures which meet standards necessary for effective prosecution if and when an offender(s) is identified.

- 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?**

Orchid Cellmark has the ability to test DNA using a variety of testing procedures. In many instances, they are able to conduct tests that the Illinois State Police Labs are not able to do, such as Mini-Filer (Mini-STR) and Mitochondrial testing. The scientists at Orchid Cellmark who conduct testing are considered experts in their field and, as such, are subject to provide testimony in future court hearings. This testimony is of paramount importance to successful court prosecutions.

- 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?**

Orchid Cellmark is the only DNA testing lab in the world with "SpermElute", which is designed to provide more and better profiles from Sexual Assault Kits and "Dup Check", a proprietary computer program that ensure profiles obtained are actually from the evidence and not the result of contamination.

- 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?**

All the work being done and requested to be completed by Orchid Cellmark are being paid for with grant funds under the "Solving Cold Cases with DNA" Application Number 2007-91740-IL-DN. There is no cost to the City of Chicago.

- 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.**

Not Applicable.

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

Not Applicable.

- 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.**

Not Applicable.

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.**

Due to the sensitive, chain-of-custody issue, Non Stated Goals is requested.

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.

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: 9/29/09

REQ No.:

Specification No.: (if known):

PO No.: (if known):

Modification No.: (if known):

Project Description:

Contact Person: MICHAEL P. PALAMBO

Tel: 5-5794 Fax: 5-6741

E-mail: @cityofchicago.org

Project Manager: MICHAEL P. PALAMBO

Tel: 5-5794 Fax: 5-6741

E-mail: @cityofchicago.org

Previous PO No.: (if known):

FUNDING:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	08	0P19	571005	571005	0140	22000		08EB21		224,080.00 (DUA)
										224,080.00 (DUA)

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

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 MONTHS

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference?

Yes

No

Requesting Site Visit?

Yes

No



13988 Diplomat Drive · Suite 100 · Dallas, TX 75234
1.800.752.2774 Toll Free
214.271.8400 Main
214.271.8322 Fax
www.orchidcellmark.com

Larry E. Sachs
Director of Grants Management
Research and Development Division
Chicago Police Department
3510 S. Michigan Ave.
Chicago, IL 60653

September 17, 2009

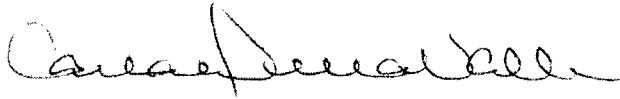
Dear Mr. Sachs,

To make use of all of the Cold Case Grant Funds, the DNA analysis must be completed within a specific time frame. Therefore, by entering into a sole source agreement with the City of Chicago to provide needed lab services that are not included in the existing contract between Orchid Cellmark and the Illinois State Police, we can support your ability to meet project objectives while complying with U.S. Department of Justice rules governing your use of their grant. There are many reasons to choose Orchid Cellmark as your single-source contractor for the Chicago Cold Grant work:

- Most importantly, Orchid Cellmark has capabilities that are not provided by other labs:
 - Orchid Cellmark is the only DNA testing lab in the world with SpermElute - designed to provide more and better profiles from Sexual Assault Kits.
 - Orchid Cellmark is the only DNA testing lab in the world with "Dup Check" - a proprietary computer program that ensures profiles obtained are actually from the evidence and not the result of contamination.
 - The ISP currently outsources all its Mini-STR work to Orchid Cellmark because it cannot do this test in its own lab. This is a very specialized test which most labs are unable to do.
- Orchid Cellmark has a long-standing relationship with the Illinois State Police Forensic Bureau as a partner for DNA analysis. Orchid Cellmark has already been vetted and approved by the ISP Forensic Lab for the quality of its work. Due to FBI requirements, any other private lab would need to go through the same process. This would require the ISP to divert time and money away from processing current DNA cases and could substantially delay utilization of your Cold Case Grant Funds.
- Orchid Cellmark has the experience and a reputation for quality work for all of the processes required for DNA analysis in the Cold Case Project. A "One Stop Shop" approach will allow the project to immediately proceed rapidly and smoothly.

- As the original DNA Testing company, Orchid Cellmark has a long established reputation for quality and service since 1987.
- In the State of California, where the State DOJ Crime Lab system rarely, if ever, partners with a private lab, Orchid Cellmark has the only competitively bid casework contract that involves the DOJ.
- Orchid Cellmark was one of only two private labs chosen to participate in the NIJ Property Crime Study. Of all the labs involved, Orchid Cellmark had the highest success rate.

Thank you very much,
Carla DellaValle



Orchid Cellmark, Inc
Director of Operations
13988 Diplomat Dr. Ste 100
Farmers Branch, TX 75234

Cc: Larry Blustain
Fiscal Administrator
Chicago Police Department
Finance Division, Unit 122
3510 S. Michigan Ave. 3rd Floor
Chicago, IL 60653

ORCHID CELLMARK

August 28, 2009

Larry Blustain
Fiscal Administrator
Chicago Police Department
Finance Division, Unit 122
3510 S. Michigan Ave. 3rd Floor
Chicago, Illinois 60653

RE: National Institute of Justice Solicitation

Dear Sgt. Velez,

Orchid Cellmark is pleased to partner with Chicago P. D. on the Solving Cold Cases with DNA grant. We are accredited by ASCLD/LAB and ISO/IEC 17025 FQS-I. Orchid Cellmark is committed to forensic testing and to the law enforcement communities we serve. We recognize the sometimes-contrary demands placed on you with respect to speed and quality. Orchid Cellmark has earned an exemplary reputation for our expedient review and disposition of results. We look forward to the opportunity to assist you in resolving the demands of higher throughput, irreproachable quality and cost effective performance.

Based on our experience working with Cold Cases, the average number of samples per case is eight, four of which typically move forward for DNA analysis. The average price per case is \$4,120. This is based on the following breakdown:

Using the pricing defined on your Purchase Order #18937, a typical case would break down as follows:

“Case” (Line 3) – DNA analysis of one non-semen sample with NO suspect	=	\$675
DNA Analysis of each addition non-semen sample (Line 5)	\$475 each x 3	= \$1,425
Screening 6 non-semen samples	\$320 (see screening prices below)	= \$1,920

Total = \$4,120

In addition to the ISP pricing, we are prepared to offer you:

- Screening small items \$320/item
- Screening large items \$200/hour
- Minifiler \$1,165 per sample
- Mitochondrial \$2,565 per sample

Additional testing options that may become available during this contract period,
10% off of List Price.

Expedited turn around time is available for an additional per sample charge.

5 business day	\$1,000/sample
10 business day	\$800/sample
15 business day	\$600/sample

Respectfully submitted,

Carol Sybrowsky
West Regional Account Manager
Orchid Cellmark
800-872-5227
951-219-5149 Blackberry
csybrowsky@orchid.com

Change Project Period GAN

- All Active
- Change Requested
- Approved
- Denied
- Draft
- Create Grant Adjustment



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	City of Chicago	Project Period:	01/01/2008 - 06/30/2010	GAN Number:	007
Grantee Address:	121 NORTH LASALLE STREET Chicago, 60602	Program Office:	NIJ	Date:	06/01/2009
Grantee DUNS Number:	10-523-3493	Grant Manager:	Charles Heurich		
Grantee EIN:	36-6005820	Application Number(s):	2007-91740-IL-DN		
Vendor #:	366005820	Award Number:	2007-DN-BX-K025		
Project Title:	Chicago Police Department " Solving Cold Cases With DNA Initiative"	Award Amount:	\$498,579.00		

[Help/Frequently Asked Questions](#)

Change Project Period

Current Grant Period:	Month: 17 Day: 29	New Grant Period:	Month: 23 Day: 29
Project Start Date:	01/01/2008	*New Project Start Date:	01/01/2008
Project End Date:	06/30/2009	*New Project End Date:	06/30/2010

***Required Justification for Change Project Period:**

Significant delays to project implementation were caused by the reassignment of command staff, the difficulties faced by CPD in using the new Joint Procurement process and the development of the DNA database.

Attachments:

Filename:	User:	Timestamp:	Action:
CPD FY07 Cold Case-DNA Request for Extension.pdf	PCline1	05/21/2009 3:19 PM	Delete Attachment

Actions:

- Close
- Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	06/01/2009 12:00 PM	View Note
Submitted	PO - Grant Manager	PCline1	05/21/2009 3:21 PM	View Note
Draft	EXTERNAL - External User	PCline1	05/21/2009 3:21 PM	View Note
Draft	EXTERNAL - External User	PCline1	05/21/2009 12:06 PM	View Note
Draft	EXTERNAL - External User	PCline1	05/12/2009 4:12 PM	View Note



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 12, 2007

Superintendent Philip J. Cline
City of Chicago
121 North LaSalle Street
Chicago, IL 60602

Dear Superintendent Cline:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the Solving Cold Cases with DNA Solicitation in the amount of \$498,579 for City of Chicago. This funding is for the project titled, "Solving Cold Cases with DNA."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Charles Heurich, Program Manager at (202) 616-9264; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Regina B. Schofield".

Regina B. Schofield
Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 12, 2007

Superintendent Philip J. Cline
City of Chicago
121 North LaSalle Street
Chicago, IL 60602

Dear Superintendent Cline:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
National Institute of Justice

Cooperative Agreement

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

4. AWARD NUMBER: 2007-DN-BX-K025

5. PROJECT PERIOD: FROM 01/01/2008 TO 06/30/2009

BUDGET PERIOD: FROM 01/01/2008 TO 06/30/2009

6. AWARD DATE 09/12/2007

7. ACTION

1A. GRANTEE IRS/VENDOR NO.

366005820

8. SUPPLEMENT NUMBER

00

Initial

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Chicago Police Department " Solving Cold Cases With DNA Initiative"

10. AMOUNT OF THIS AWARD

\$ 498,579

11. TOTAL AWARD

\$ 498,579

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY07(NIJ - DNA/Forensics) Pub. L. No. 110-5, emb. secs. 101-104; Pub. L. No. 109-108, 119 Stat. 2290, 2302; 28 USC 530C

15. METHOD OF PAYMENT

PAPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Regina B. Schofield
Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Philip J. Cline
Superintendent

17. SIGNATURE OF APPROVING OFFICIAL

Regina B. Schofield

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DN	60	00	00		498579

21. DN07S00246



Department of Justice
Office of Justice Programs
**National Institute of
Justice**

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2007-DN-BX-K.025

AWARD DATE 09/12/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Due to the substantial Federal involvement contemplated in completion of this project, the National Institute of Justice (NIJ) has elected to enter into a cooperative agreement rather than a grant. This decision is based on NIJ's ongoing responsibility to assist and coordinate projects that deal with DNA analysis and capacity enhancement. NIJ will provide input and re-direction to the program, as needed, in consultation with the Recipient, and will actively monitor the project by methods including but not limited to ongoing contact with the Recipient. In meeting programmatic responsibilities, NIJ and the Recipient will be guided by the following principles: Responsibility for the day-to-day operations of this project rests with the Recipient in implementation of the Recipient's approved proposal, the Recipient's budget (as approved by OJP and NIJ), and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with NIJ. In addition to its programmatic reporting requirements, the Recipient agrees to provide necessary information as requested by OJP and NIJ. These information requests may include, but are not limited to specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications and/or coordination of related projects.
6. Unless otherwise authorized by NIJ, expenses charged to this award must directly relate to: (a) identification, review, and prioritization of Uniform Crime Report (UCR), Part I Violent Crime "cold cases" (cases for which all significant investigative leads have been exhausted) that have the potential to be solved through DNA analysis; (b) identification, collection, retrieval, or evaluation of biological evidence from such cases that reasonably is expected to contain DNA; or (c) performance of DNA analyses on such biological evidence.



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
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Cooperative Agreement

PAGE 3 OF 6

PROJECT NUMBER 2007-DN-BX-K025

AWARD DATE 09/12/2007

SPECIAL CONDITIONS

7. (a) Accreditation and Privacy Requirements; CODIS; No Research

The Recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The laboratory must undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the FBI.

The Recipient shall maintain each DNA analysis conducted under this award, and each stored DNA sample that results from this award, in accordance with the privacy requirements and restrictions on disclosure described in 42 U.S.C. section 14132(b)(3).

The Recipient agrees to notify NIJ immediately upon any change in the accreditation status of any of its forensic science laboratories, if applicable.

The Recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS).

The Recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ Program Manager for the award.

(b) Nonsupplanting of State or Local Funds

The Recipient shall ensure that Federal funds made available through this award will not supplant State or local funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local sources for activities funded through this award.

The Recipient agrees to notify NIJ immediately if the Recipient receives new State or local funding for any of the purposes included in the approved application for this award.

(c) Data collection

The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

8. The recipient agrees to submit quarterly financial status reports to the Office of Justice Programs using Standard Form SF 269A on the Internet at <https://grants.ojp.usdoj.gov>. These reports shall be submitted on-line not later than 45 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

9. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at <https://grants.ojp.usdoj.gov/>.



**AWARD CONTINUATION
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PROJECT NUMBER 2007-DN-BX-K025

AWARD DATE 09/12/2007

SPECIAL CONDITIONS

10. The Recipient shall submit a report within 90 days of the end of the award period that, at a minimum, (1) includes a summary and assessment of the program carried out with the funds made available under this Fiscal Year 2007 award and (2) cites the number of additional violent crime cold cases reviewed for DNA evidence, the number of such cases in which biological evidence still existed, the number subjected to DNA analysis, the number that yielded DNA profiles, the number of resulting profiles entered into CODIS, and the number of CODIS hits as a result of the Fiscal Year 2007 award. The Recipient shall ensure that all data and information necessary for the report is collected throughout the award period.

11. Patents and Inventions.

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice."

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

12. The recipient shall transmit to the grant monitor copies of all official grant-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.



**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PROJECT NUMBER 2007-DN-BX-K025

AWARD DATE 09/12/2007

SPECIAL CONDITIONS

13. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

14. The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.
Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.

15. Recipient acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (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.

Recipient acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

16. To assist in information sharing, the grantee shall provide the grant manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the grantee's or government's expense, shall contain the following statement: This project was supported by Award No. _____ awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the grant recipient for dissemination to the public.



Department of Justice
Office of Justice Programs
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Justice**

**AWARD CONTINUATION
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PROJECT NUMBER 2007-DN-BX-K.025

AWARD DATE 09/12/2007

SPECIAL CONDITIONS

17. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award, at any time before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the projects goals, plans and methodology set forth in the approved application. The recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

18. The Recipient may not commence activities under this award, and may not to obligate, expend, or draw down any funds, until: (a) the Office of the Chief Financial Officer, Office of Justice Programs, has issued clearance of the application budget and budget narrative; (b) NIJ has verified that the Recipient's proposed use of funds meets the requirements set forth in the program announcement and in this award; and (c) a Grant Adjustment Notice (GAN) has been issued removing this condition.



Department of Justice
Office of Justice Programs
National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Charles Heurich, Program Manager

Subject: Categorical Exclusion for City of Chicago

The Recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Categorical Exclusions: Based upon the information provided by the Recipient in its application for these funds, NIJ has determined and the Recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice' Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61. A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Modifications: Throughout the term of this award, the Recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities. The Recipient will not implement a proposed change until NIJ, with the assistance of the Recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change and NIJ has concurred in the proposed change. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ conducted environmental impact review process.



Department of Justice
Office of Justice Programs
National Institute of Justice

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2007-DN-BX-K025

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This project is supported under FY07(NIJ - DNA/Forensics) Pub. L. No. 110-5, cmb. secs. 101-104; Pub. L. No. 109-108, 119 Stat. 2290, 2302; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Charles Heurich
(202) 616-9264

2. PROJECT DIRECTOR (Name, address & telephone number)

Gail Woods
Grants Research Specialist
3510 S. Michigan Avenue
Chicago, IL 60653
(312) 745-6071

3a. TITLE OF THE PROGRAM

NIJ FY 07 Solving Cold Cases with DNA

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Chicago Police Department " Solving Cold Cases With DNA Initiative"

5. NAME & ADDRESS OF GRANTEE

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2008 TO: 06/30/2009

8. BUDGET PERIOD

FROM: 01/01/2008 TO: 06/30/2009

9. AMOUNT OF AWARD

\$ 498,579

10. DATE OF AWARD

09/12/2007

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

This funding will allow the City of Chicago to systematically and comprehensively review 5500 unresolved Chicago homicides that occurred between 1980 and 2005, and identify 200 cases that have the potential of being solved utilizing current DNA technologies. The 200 identified cases will be subject to an evaluation panel consisting of experienced investigators, prosecutors, and evidence specialists, which will identify and prioritize 75 of those cases with the highest probability of successful resolution via application of current DNA technologies and other solvability factors.

Biological/DNA evidence from those 75 cases will be submitted to an accredited private lab for prompt analysis using current DNA technologies in anticipation of positive results (analysis of the Biological/DNA evidence yields probative information) and enter all established unknown donor DNA profiles into CODIS, NDIS, and/or, when appropriate, the FBI Missing Person Database for identification, and/or association to other crimes.

ca/nf