



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department 038 - Fleet & Facility Management (2FM)	Originator Name Kevin Pater	Telephone 312-744-7399	Date 4/4/2018	Signature of Application Author
Contract Liaison Kevin Pater	Email Contract Liaison kevin.pater@cityofchicago.org	Telephone 312-744-7399		

List Name of NCRB Attendees/Department	
Ferris Batie	2FM
William Kelly	2FM
Kevin Pater	2FM

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Hastings Air Energy Control

Contact Person: Kevin Rohde	Phone: 262-364-0516	Email: kevinrohde@hastingsairenergy.com
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Project Description: Contract Modification Request: 181-day Time Extension & VLI in the amount of \$174,000.00

This is a request for:

New Contract

Amendment / Modification

Contract Type

Blanket Agreement Term: ____ (# of mo)

Standard Agreement

Type of Modification

Time Extension Vendor Limit Increase Scope Change

Contract Number: 26941

Specification Number: 94134

Modification Number: 189901

Department Request Approval DEPARTMENT HEAD OR DESIGNEE SANDRA Blakemore PRINT NAME	4/3/18 DATE	Recommended Approval VICE BOARD CHAIRPERSON Steve Laboda PRINT NAME	7-2-18 DATE
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(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

SL
1/21/18

Approved Rejected

CHIEF PROCUREMENT OFFICER

07/01/2018
DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

- 1) 2FM is responsible for repair and maintenance of filtered exhaust extraction systems in all of the fire stations and in the fleet garages. These systems are necessary to meet the City's Environmental Policy Standards and eliminate diesel exhaust fumes that would otherwise negatively impact the health and safety of city employees, as well as the general public. In order to properly maintain these systems, regular filter changes and system preventative maintenance must be performed.
- 2) This is a continuation of previous procurement from the same source. An exhaust extraction system to eliminate the diesel exhaust fumes was first installed in 1994 at the request of the Chicago Fire Department and their union to prevent fireman from breathing noxious exhaust fumes and provide a healthy atmosphere in which to work. At present we have these systems in 70 Fire Stations and in 11 Fleet Management Garages for a total of 374 hose drops to vehicles. As this is a proprietary system Hastings is the only certified source for providing services in the Midwest.
- 3) Hastings is the only distributor for Plymovent in the midwest. It would not be economical to the City to change suppliers
- 4) As this is a proprietary system, Hastings is the only certified source for providing services in the Midwest.
- 5) 2FM is developing a new 5 (five) year contract and until Fire and Fleet vehicles are converted to a means that does not exhaust diesel fumes, some type of exhaust system will be needed. This Time extension and VLI will cover the time frame while working on the new procurement.
- 6) Future competitive bidding may be possible if additional certified and experienced Plymovent technicians are available with an established service track record, immediate parts availability and a proven online system for entering and monitoring service calls automatically are in place in the Chicago metropolitan marketplace

ESTIMATED COST

- 1) \$174,000.00 VLI Request to cover through 09/25/2018 (181 day time extension). The funding source for this procurement is 018-0100-0384119-0162-220162.
- 2) Estimated Cost by Fiscal Year is approximately \$348,000.00
- 3) The Vendor Limit Increase amount was established by past usage and current pricing.
- 4) The proposed contractor and City has a substantial dollar investment in the original design to provide this service. All of the Fire houses and garages had to have modifications to have this equipment installed.
- 5) Pricing is based on current successful preventative maintenance services on Fire Station equipment. The estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

- 1) Each piece of equipment will be serviced 4 times per year (quarterly) and the unfilter box inspection will include adjustment and filter changes once every 6 months. Preventative maintenance includes individual inspection of each piece of exhaust removal equipment, control panels, air compressors, hoses and each mechanical component. Adjustments, realignment, lubrication and replacements as necessary (includes parts allowance for repairs throughout the year). Make necessary repairs in case of loss of service.
- 2) As this is a proprietary system Hastings is the only certified source for providing services in the Midwest. These vital systems are used to prevent fireman from breathing noxious exhaust fumes and provide a healthy atmosphere in which to work.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

3) N/A

4) Not having the proper dollar amount would be a health danger to employees working in these facilities.

EXCLUSIVE OR UNIQUE CAPABILITY

1) Hastings is not being contemplated as a Professional Services Consultant.

2) Hastings Air Energy Control is predominant in their field and also a certified PlymoVent Systems dealer in Wisconsin, Illinois, Michigan and Indiana. There are no other companies certified or able to purchase the PlymoVent systems or parts.

3) Hastings is the only Company that offers this service in the Midwest.

4) OEM parts and equipment installed and services by factory trained technicians are critical to maintaining the effectiveness and life expectancy of this important health and safety equipment. Hastings also has a specialized working lab and showroom in their main facility to assist in trouble shooting service questions and to assist in providing upgraded equipment when appropriate.

5) Hastings was directly involved in the design of facilities and equipment to optimize effectiveness and functionality. and had specific drawings and logistical information on each facility where the exhaust removal equipment is in place. Hastings has personnel with stocked OEM equipment on a specific vehicle allocated primarily for City work. The City uses the proprietary "Plymovent online service system" to log service issues and request maintenance. This system is effective, efficient and unique to the proposed contractor. They are able to complete proactive and reactive service quickly and efficiently.

6) -Hastings has numerous vehicles and personnel to allocate to our servicing with one designated service vehicle and technician in our market area to provide same day servicing when required and is fully stocked with OEM replacement parts.

7) N/A

8) Hastings is the exclusive authorized Plymovent Systems dealer in the Chicago metropolitan area for sales, installation servicing and parts. (letter attached)

OTHER

1) N/A



Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer, City Hall, Room 806.

Date:
October 12, 2017

Department Name:
Fleet and Facility Management

Requisition No: 189901 **Specification No:** 94134

PO No: 26941 **Modification No:**

Contract Liaison:
Kevin Pater

Telephone:
744-7399

Email:
kevin.pater@cityofchicago.org

Project / Program Manager:
Ferris Batie

Telephone:
744-1675

Email:
ferris.batie@cityofchicago.org

For blanket agreements original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and CBM; 3) ITGB: If project valued at \$100,000.00 or more, attach approval transmittal sheet.

By signing this form, I attest that all information provided is true and accurate.

Contract Liaison Signature
Kevin Pater

Project Title:
Hastings Air Energy Control; Plymovent Exhaust Extraction System

Project Description:
Time Extension & Vendor Limit Increase

Funding:

<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
001	018	0100	038	4119	0162	220162	0000000		174,000.00

Check One:

New Contract Request

By signing below, I certify that estimates provided for this project are accurate.

Project / Program Manager Signature:
Ferris Batie

Commissioner/Authorized Designee Signature:
David Reynolds SB

Purchase Order Information:

Contract Term (No. of Months): 60

Extension Options (Rate of Recurrence): +181

Estimated Spend/Value: \$2,000,000

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI

Small Order

Special Approvals Required:

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

Contract Type:

Architect Engineering Commodity Construction JOC SBT

Professional Services Revenue Generating Vehicle & Heavy Equipment

Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: 03/29/2013

PO End Date: 03/28/2018

Amount (Increase/Reduction):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals

No Stated Goals Waiver Request

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase Requisition Encumbrance Adjustment

Other (specify):

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filling (included) Yes No

Vendor Info:

Name: Hastings Air Energy Control

Contact: Kevin Rohde

Address: 5555 South Westridge Drive New Berlin, WI 53151-7900

E-mail: kevinrohde@hastingsairenergy.com

Phone: 262-364-0516



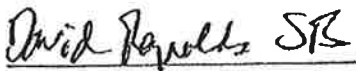
DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

April 20, 2018

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

Attn: Rich Butler
First Deputy Procurement Officer

From: 
David J. Reynolds
Commissioner
Department of Fleet and Facility Management

Subject: Hastings Air Energy Control
Plymovent Exhaust Extraction System
Contract Modification Request: Time Extension & VLI
Requisition# 189901, PO# 26941, Specification# 94134
Original Start Date: 03/29/2013
Original End Date: 03/28/2018
Current End Date: 03/28/2018

The Department of Fleet and Facility Management (2FM) has an active contract with the vendor above. The contract is due to expire on March 28, 2018.

Hastings Air Energy Control provides an exhaust extraction system to eliminate the diesel exhaust fumes in firehouses and fleet garages to prevent employees from breathing noxious exhaust fumes and provide a healthy atmosphere in which to work. At present we have these systems in 70 Fire Stations and in 11 Fleet Management Garages for a total of 374 hose drops to vehicles. The current scope of work is attached to this request.

The services are critical for providing a safe environment for City employees.

A letter was sent to the vendor requesting compliance with M/WBE Goals. As of the date of this memo the vendor has not responded to the request.

2FM is requesting a 181-day time extension and a vendor limit increase (VLI) in the amount of \$174,000.00 to continue receiving services for the Plymovent Exhaust System through September 25, 2018. The VLI was tabulated by an average monthly spend of \$29,000.00 X 6 months (extension request period). Requisition# 189901 was created in FMPS on October 12, 2017 to facilitate this request. The funding line for this procurement is 018-0100-0384119-0162-220162.

Attached to this memo are the DPS Checklist, C2 Compliance Summary, Purchase Request Summary, OBM Approval Form, Contract Summary Sheet and the contract language which permits the City to take this action. Please contact Kevin Pater at 312-744-7399 if you have any questions or concerns.



DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
CITY OF CHICAGO

October 12, 2017

Hastings Air Energy Control
5555 South Westridge Drive
New Berlin, WI 53151-7900
Attn: Kevin Rohde

**Re: PO Number 26941 / Specification Number 94134
Hastings Air Energy Control – Plymoventg Exhaust Extraction System
Time Extension & Vendor Limit Increase - Request for MBE/WBE Corrective Action
Plan**

Dear Mr. Rohde,

The Department of Fleet and Facility Management (2FM) is considering a time extension through September 25, 2018 and to increase the vendor limit for the above mentioned term agreement which will expire on March 28, 2018.

The Department has reviewed your term agreement and found that your firm may not be meeting the terms and conditions identified in Section 5 - Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise.

Specifically the attached record retrieved from the Certification and Compliance (C2) system indicates that you have reached:

17.9% out of 20% MBE commitment to C & L Electrical Supply Co., Inc.

Please forward documentation of sub-contractor payments if you have information that conflicts with amounts listed above. If the information above is correct, please forward a corrective action plan that identifies how your company will meet the MWBE compliance goals agreed upon at the time of contract award. This plan must be submitted no later than October 26, 2017 to Kevin Pater, Chief Contract Expediter, Department of Fleet and Facility Management, 30 N. LaSalle, Suite 300, Chicago, IL 60602 or via email to kevin.pater@cityofchicago.org.

You are also required to submit monthly utilization reports via C2:<https://chicago.mwdb.com/>. Please update your records accordingly.

Please feel free to contact Kevin Pater at (312) 744-7399 or email for additional assistance. Thank you for your continued interest in doing business with the City of Chicago – Department of Fleet and Facility Management.

Sincerely,

A handwritten signature in black ink, appearing to read "William Kelly". The signature is written in a cursive style with a large initial "W".

William Kelly
Contracts Administrator
Bureau of Finance Administration

Attached: Certification and Compliance (C2) Report

*Same scope
K. K. K.
04/16/18*

12. DETAILED SPECIFICATIONS

12.1. SCOPE

The Contractor must provide Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts in accordance with the terms and conditions of this specification.

Service is performed quarterly per facility. Every hose drop will be inspected, adjusted and repaired including all necessary parts as indicated below in section 13.1.

Unifilter filter changes are done every 6-months or twice per calendar year.

Service occurs, starting Jan 1, April 1, July 1 and Oct 1. Filters for the UniFilter filters are changed Jan 1 and July 1 of the calendar year.

The Contractor will be required to provide the following services at each facility within the scope of its contract. All labor, parts, equipment, transportation, fuel and any other anticipated or unanticipated costs will be included in the rates established in the pricing pages of this contract.

Hose Inspection:

Check hose clearance from ground, hose alignment and hose condition.

Compressed Air Supply Inspection:

Check regulator condition and make any needed adjustments. Inspect air line and fittings; uncoupling valve; manual fill valve and dryer.

Nozzle Inspection:

Check attachment on tailpipe, Air Line Attachment to MFD Valve and nozzle condition.

Air Compressor Inspection:

Drain tank; check oil, belt, regulator and pressure.

Safety Disconnect Inspection:

Check rubber seal, aluminum fittings, coupler and debris screen.

Blower Inspection:

Check impeller/impeller rotation, Disconnect Switch At Fan and fan drain hole.

Track & Hardware Inspection:

Check supports and hardware; clean track and end stops; check trolley condition and adjust if needed; and check balancer tension and adjust if needed.

Ductwork System Inspection:

Check joints and supports; and stack and discharge cap.

Uni-Filter Inspection & Filter Replacement:

Inspect inlet/outlet and pre-filter section; inspect main filter and replace if needed.

Control Panel Inspection:

Check timer, sensor condition and adjust if needed, control relays and fuse.

Flex Inspection 5-pts.:

Upper Flex Hose Condition

Saddle Hardware

Saddle Alignment

Lower Flex

Grabber 4-pts.:

Connection to Tailpipe/air leak

Airline & Fittings

Ground Clearance

Safety Disconnect 4-pts.:

Operation & Condition

Couplings

Spring Tension

Covers

Track/Rail Hardware 6-pts.

Legs & Supports

End Stops

Trolley

Trip Plate

Balancer

Compressed Air 7-pts.:

Fire Dept. Regulator

Grabber Regulator

Airlines

Fittings

MFD

Valve

Drain Compressor Tank

Air Compressor Condition

Electrical 6-pts..

Fan Operation

Sensors

Control Panel

Timer

Bulb

Service Disconnect

Straight Rail 4-pts.:

Tighten Trip Wire Screws

Bringer Arm & Airline Coil

Remove Build-Up from Duct Insert

Miscellaneous 4-pts.:

Clamps

Reducer Screen

Ductwork, Hangers, Silencer and Raincaps

12.2. CONFIDENTIALITY

All records of the City are confidential and must not be viewed or disseminated without prior approval of DGS or the user departments. Any unauthorized disclosure or use of information contained in the City's property may result in civil prosecution and will be considered a breach of this contract.

Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of an Authorized Representative.

If the Contractor is presented with a request for documents at any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in the Contractor's possession by reason of the contract, Contractor must immediately give notice to the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a Court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the Court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

12.3. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

12.4. CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

12.5. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

12.6. QUALITY OF WORKMANSHIP AND MATERIALS

Standards of Performance

The Contractor will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the City. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

Correction of Work

The Contractor when directed in writing by the Commissioner, will promptly remove, re-perform or correct all Work identified to be defective or as failing to conform to the standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

Failure to Proceed with Directed Work

In case of failure on the part of the Contractor to execute Work ordered, in writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours, request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such Work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

12.7. WORK PERFORMED AT CITY FACILITY

Employees

The Contractor's employees and personnel (and those of any approved subcontractors) will exercise safe and sound business practices with the skill, care and diligence normally shown by professionals engages in this type of work. The City may request the Contractor to remove any worker who proves to be incompetent or negligent or acts contrary to instructions in his/her duties. The Contractor will not permit any person to enter any City facility or property while under the influence of intoxicating liquors, illegal drugs or contraband. The Contractor will not permit obnoxious behavior, or possession of consumption of alcoholic beverage, illegal drugs or contraband anywhere that work is to be performed under this Agreement.

Uniforms

As part of the overall price paid by the City, for safety purposes, the Contractor=s employee are required to wear suitable uniforms while performing any Work, at a City facility, under this Agreement.

The Contractor=s employees must wear an identification badge at all times while performing any Work, at a City facility, under this Agreement.

Use of City Facilities

The Contractor must inform the Commissioner of the Department of Fleet and Facility Management or authorized representative of the use of City facilities; such as telephones.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

12.8. WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Department of Water Management.

12.9. WARRANTY

The Contractor must furnish a warranty for the Plymovent Exhaust Extraction System provided under this contract in accordance with the standard warranty regularly supplied.

At a minimum, the Contractor hereby warrants for a period of one (1) year from date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts, including labor, and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period will commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished, at no additional cost to the City, the longer period will prevail.

PLYMOVENT®
clean air at work



February 13, 2018

To Whom It May Concern,

The purpose of this letter is to confirm that Hastings Air Energy Control Inc. is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the state of Illinois for the zip codes inclusive of 600-617. As the only Plymovent dealer in this territory, Hastings Air Energy Control Inc. is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

For over 40 years, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,
PLYMOVENT CORP.

Brad Pitzl
President/General Manager

PLYMOVENT CORP.

5 Corporate Drive
Cranbury, NJ 08512

T +1 300 544 0911
T +1 609 395 3500

F +1 609 653 0569
E info.us@plymovent.com

www.plymovent.com



HASTINGS
air energy control, inc.
creating a cleaner workplace

5555 South Westridge Drive
New Berlin, WI 53151-7900
P: **800.236.8450** / 262.364.0500
F: **800.260.9199** / 262.364.0550

Illinois Office
P: 847.362.9660
F: 847.362.9661
Michigan Office
P: 248.888.9911
F: 248.478.9911
Minnesota Office
P: 651.405.8500
F: 800-260-9199
Ohio Office
P: 317.417.3629
F: 800.260.9199

City of Chicago
2FM
Bureau of Finance and Administration/Contracts Administration
30 N. LaSalle St. – Room 30
Chicago, IL 60602

15 June 2018

Dear Mr. William Kelly,

Mr Kelly,

Hastings Air Energy Control will hold prices at current levels for sole source contract 26941 through the approved extension period of 9-25-2018 upon confirmation of extended funding and timely payments of outstanding and ongoing invoices.

Sincerely,

Kevin Rohde

GM- Hastings Air Energy Control, Inc.



HASTINGS
air energy control, inc.

5555 South Westridge Drive
New Berlin, WI 53151-7900

p: 800.236.8450
f: 800.260.9199

Illinois Office
m: 847.362.9660
f: 847.362.9661

Michigan Office
m: 248.888.9911
f: 248.478.9911

Minnesota Office
m: 952.882.8450
f: 800.260.9199

Hastings Cost Proposal For Each year During The 5-Year Contract

For

Chicago Fire Stations and Fleet Maintenance

<u>Year</u>	<u>Fire Stations</u>	<u>Dept. of Public Works</u>	<u>Total</u>
1	\$181,066.15	\$146,308.32	\$327,374.47
Year 2:	2% Adjusted Increase*		
2	\$184,687.47	\$149,234.49	\$333,921.96
Year 3:	2% Adjusted Increase*		
3	\$188,308.79	\$152,219.18	\$340,527.97
Year 4:	OPTIONAL: 2% Adjusted Increase*		
4	\$192,074.89	\$155,263.56	\$347,338.45
Year 5:	OPTIONAL: 2% Adjusted Increase		
5	\$195,916.39	\$158,368.83	\$354,285.22

Payment Terms:

Annual Fee will be invoiced January 1st of each year of the five year contract.
Payment due net 30-days.

Section I: General Contract Information	
Department Name	Fleet and Facility Management
Department Contact Name	Kevin Pater
Department Contact Number	312-744-7399
Department Contact Email	kevin.pater@cityofchicago.org
Contract Number	26941 (Hastings Air Energy Control)
Contract Subject Name	Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair & Parts
Contract Initiation Date	03/29/2013
Original Contract Amount	\$ 1,703,448.07
Original Contract Expiration Date	03/28/2018
Budgeted amount for current year	352,000.00 (Avg. Yearly Spending)
Year to date expenditure (2015)	\$226,621.45 (2FM)
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	17-100-0384119-0162-220162
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes.
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$174,000.00
New total contract amount	\$1,877,448.07
New contract expiration date	09/25/2018. (Pending)
Goods/services provided by this contract	Repair & Maint. of the Plymovent Exhaust Extraction System

Justification of need to modify this contract	The modification will allow 2FM to continue utilizing this contract to ensure all exhaust is extracted efficiently
Impact of denial	Environmental Safety is at risk
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	\$
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
<u>Approve/Deny</u>	Reason: Funds have been programmed for these services.
OBM Analyst Initials	R.M.
OBM Analyst Name/number	Rosalyn McIntosh / (312) 744-2369



June 21, 2018

Bill Kelly
Contracts Administrator City of Chicago
Department of Fleet and Facility Management (2FM)
Bureau of Finance and Administration
Contracts Administration
30 North LaSalle St - Rm 300
Chicago, Illinois 60602

5555 South Westridge Drive
New Berlin, WI 53151-7900

P: 800.236.8450 / 262.364.0500
F: 800.260.9199 / 262.364.0550

Illinois Office
P: 847.362.9660
F: 847.362.9661
Michigan Office
P: 248.888.9911
F: 248.478.9911
Minnesota Office
P: 651.405.8500
F: 800-260-9199
Ohio Office
P: 317-417-3629
F: 800-260-9199

Dear Bill,

RE: MBE compliance Good Faith Effort

When Hastings first submitted documentation and a quotation to provide quarterly inspections and preventive maintenance to the fire stations and municipal garages to remove diesel smoke, Union Labor and MBE were not submitted because the specialized service must be done by certified Plymovent Service Technicians. (Certification letter from Plymovent Manufacturer and certification documents were attached to original proposal/Quotation and resubmitted with contract extension request.

The contract (PO 26941) was awarded as a sole source contract because Hastings was the only company in the Midwest that was able to procure Plymovent parts and accessories and to perform services through Plymovent certified technicians. However, at the City's request, Hastings agreed to revise our business structure to allow for a certified MBE firm to receive compensation equal to 20% of the contract value. This MBE participation requirement was imposed upon Hastings with no additional funding. Hastings objected, but finally accepted the contract with the intention to make a good faith effort to provide MBE services up to the 20% goal. The new business structure required Hastings to train and supervise third party MBE technicians who were compensated at union rates and paid more in wages than the Hastings technicians they were partnered with. Hastings' labor rate is \$135.00 per hour including all labor, overhead, administration, etc. The union rate from our MBE is from \$104.26- \$200.70 cost to Hastings.

At the same time, the number of facilities, and the amount of required work under the contract, increased by more than 58% with no additional funding added to the contract during the initial term. THE ORIGINAL AGREEMENT ACCOUNTED FOR 176 FIRE STATION DROPS (VEHICLE HOSE HOOKUPS), THE CURRENT COUNT IS 301 FIRE STATION DROPS.

Also, There is only a small amount of work we can have non-certified resources work with supervision by certified technicians from Hastings. We are not able to assign MBE resources to any services without additional premium funding to accommodate these MBE rates or by reducing services to the Fire Stations and Municipal garages by certified Hastings representatives.

March of 2014, the City restructured the agreement and requested Hastings to provide individual service visit records to include hours worked and parts replaced. We have provided the individual reports with each monthly invoice since that time. Each of these reports is signed by a liaison at the municipal site or at the Fire stations. We are providing full transparency and accountability.

In summary, we have made a good faith effort to provide services in the existing contract to an MBE without proper funding. We cannot continue to use the MBE for the remainder of the extension period without additional funding or a request by the City to reduce services. To date, Hastings has outsourced more than 17% of the contract spending to an MBE firm at a significant loss to our bottom line. We have learned much over the term of this contract and we are confident that we will be fully compliant with our MBE goals if we are permitted to continue services under a new contractual agreement. We will continue to maintain the systems that keep the Firefighters safe and the municipal garage workers safe. We will continue to work to keep the air safe from toxic fumes in your fire station facilities to serve the Firefighters, other station personnel and the visitors to those stations, including school children visitors. We are removing the group 1 carcinogen associated with diesel smoke.

Best regards,

A handwritten signature in black ink, appearing to read "Kevin Rohde". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin Rohde
General Manager

Compliance Audit: Audit Summary for Total Contract

Main View Settings Subs Docs Change Orders & Task Orders Alerts Comments Messages Closeout
 Compliance Audit List **Compliance Audit Summary** Compliance Audit FY Reviews Site Visits Reports

26941: PLYMOVENT EXHAUST EXTRACTION SYSTEM, QUARTERLY INSPECTIONS, PREVENTATIVE MAINTENANCE, REPAIR AND PARTS
 Prime: **HASTINGS AIR-ENERGY CONTROL, INC.**
3/29/2013 - 9/25/2018

Status: **Open**
 Current Award: **\$1,703,448**
 Total Paid: **\$1,639,079**
 For Credit: **\$279,800**
 Goal: **20.00%**
 % Credit: **17.07%**

Audit Summary - Total Contract

	Current Award	Award Percent	Payments	Payments Percent	Difference (Payments - Award)
Prime Contract	\$1,703,448.07		\$1,639,079.01		
For Credit (1 sub)	\$340,689.61	20.000%	\$279,799.80	17.071%	2.929% below goal
For Credit to ACDBE Goal	\$0.00	0.000%	\$0.00	0.000%	Goal matched
For Credit to BEPD Goal	\$0.00	0.000%	\$0.00	0.000%	Goal matched
For Credit to DBE Goal	\$0.00	0.000%	\$0.00	0.000%	Goal matched
For Credit to MBE Goal (1 sub)	\$340,689.61	20.000%	\$279,799.80	17.071%	2.929% below goal
For Credit to SBE Goal	\$0.00	0.000%	\$0.00	0.000%	Goal matched
For Credit to WBE Goal	\$0.00	0.000%	\$0.00	0.000%	Goal matched

Contract Progress **96%**
 For Credit Progress **82%**

Award values may not match due to differences between overall contract goal and subcontractor assignments.

Not Meeting Goal Letter

Prime Contractor - Total Contract

Prime Contractor	Cert	Inc in Goal	Contracted % Paid %	Paid TO Prime Prime's Share
HASTINGS AIR-ENERGY CONTROL, INC. Mike Bohrer mikebohrer@hastingsairenergy.com P 262-364-0527, F 262-364-0550	<u>Info</u> <u>Payments</u> <u>Profile</u> <u>Email</u>	No	No 80.00% 82.93%	\$1,639,079 \$1,359,279

Subcontractors - Total Contract (1 subcontractor)

Subcontractor	Cert Type	Inc in Goal	Contracted % Paid %	Contracted \$ Paid \$	For Credit \$
 Industria, Inc. (Direct) Veronica Palacios veronica@industriainc.com P 773-697-0190	<u>Info</u> <u>Payments</u> <u>Profile</u> <u>Email</u>	 Sub 100%	 MBE 20.00% 17.07%	\$340,690 \$279,800	\$279,800

Customer Support

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**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 121622**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Hastings Air Energy Control, Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

5555 S Westridge Dr
New Berlin, WI 53151
United States

C. Telephone:

262-364-0507

Fax:

800-260-9199

Email:

dougyoung@hastingsairenergy.com

D. Name of contact person:

Mr. Doug Young

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

39-0982992

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

PLYMOVENT EXHAUST EXTRACTION SYSTEM, QUARTERLY INSPECTIONS,
PREVENTATIVE MAINTENANCE, REPAIR AND PARTS

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

94134

Contract (PO) Number

26941

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Wisconsin

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

No

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Daniel Jay Bohrer
Title: Vice President
Role: Officer

Officer/Director: Mr. David Allen Bohrer
Title: President
Role: Officer

Officer/Director: Mr. Michael Lee Bohrer
Title: Vice President
Role: Officer

Officer/Director: Mr. DuWayne Allen Bohrer
Title: Vice President
Role: Officer

Officer/Director: Mr. Dennis Bohrer
Title: Vice President
Role: Officer

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. 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. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means

an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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.

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.

1. Has the Disclosing Party retained or does it anticipate retaining any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name: INDUSTRIA
**Anticipated/
Retained:** Retained
Business Address: 2860 S River Road
Suite 100
Des Plaines, IL 60018 United States
Relationship: Subcontractor - MWDBE
**Fees
(\$\$ or %):** 20%
Estimated/Paid: Estimated

3. Has the Disclosing Party retained or does it anticipate retaining any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC 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 contract's term.

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

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance

consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. 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, during the 5 years before 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 criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, 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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted

- or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. 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.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. 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 or void), 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 City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. 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 in, and appended to, this EDS may be made publicly available 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.
- E. 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. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization. .

/s/ 01/11/2018

Mr. Doug Young

Business Development Agent

Hastings Air Energy Control, Inc

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

Contract Summary Sheet

Contract (PO) Number: 26941

Specification Number: 94134

Name of Contractor: HASTINGS AIR ENERGY CONTROL

City Department: DEPT OF FLEET & FACILITY MANAGEMENT

Title of Contract: PLYMOVENT EXHAUST EXTRACTION SYSTEM, QUARTERLY INSPECTIONS, PREVENTATIVE MAINTENANCE, REPAIR AND PARTS

Term of Contract: Start Date: 3/29/2013

End Date: 3/28/2018

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$1,703,448.07

Brief Description of Work: PLYMOVENT EXHAUST EXTRACTION SYSTEM, QUARTERLY INSPECTIONS, PREVENTATIVE MAINTENANCE, REPAIR AND PARTS

Procurement Services Contract Area: WORK SERVICES / FACILITIES MAINT.

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

Vendor Number: 1033282

Submission Date:

April 4, 2013

3.12. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the contract period. The Chief Procurement Officer may exercise the City's right to renew this Contract following the expiration of the base contract term for up to one hundred eighty-one (181) Calendar Days for the purpose of providing continuity of services while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the services provided for in this Contract. The Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.13. UNSPECIFIED SERVICES/LOCATIONS

Any Department requiring the addition of the services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts not specifically listed herein may be added to this contract if they fall within the same specific category of services specified.

The Department will notify the Contractor in writing of the services and/or locations which are necessary and request a written price proposal for the addition of the services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts to this contract by modification, then forward the documents to the Chief Procurement Officer. Such services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts may be added to the contract only if the prices are competitive with current market prices and said services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts from other suppliers and to procure such services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts in a manner which serves the best interest of the City.

Any such services and/or locations for Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts delivered by the Contractor, without a properly executed contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any services and/or locations Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair and Parts delivered prior to the Contractor's receipt of the fully signed modification.

3.14. AVIATION SECURITY

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control

Department of Fleet and Facility Management
Req# – 10/12/2017

Purchase Request Summary

Procurement Type: Competitive Bid

Purpose of Request: Contract Modification Request – Time Extension & VLI

Project Description: Plymovent Exhaust Extraction System

Vendor: Hastings Air Energy Control

User Department: Department of Fleet and Facility Management

User Contact: Kevin Pater, 312-744-7399

Contract Start/End Date: Start Date: 03/29/2013 – End date: 03/28/2018

Estimated Cost/Contract Value: \$174,000.00

Duration of Term (months): 5

Extension Options: N/A

Funding: 017-0100-0384119-0162-220162

Need: ASAP