



**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 Fleet & Facility Management (2FM) Contract Liaison	Originator Name Rich Kroth	Telephone 312-742-3096	Date 04/14/16	Signature of Application Author
Kevin Pater	Email Contract Liaison kevin.pater@cityofchicago.org	Telephone 312-744-7399		

List Name of NCRB Attendees/Department

Rich Kroth/Fleet & Facility Management
Jill Duran/Fleet & Facility Management
Kevin Pater/Fleet & Facility Management

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

Company: **Trak Engineering, Inc,**

Contact Person: Katherine Blyth	Phone: 850-878-4585 x325	Email: kblyth@trakeng.com
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Project Description: **Maintenance, Parts and Repair Service for Trak Fuel Management System**

This is a request for:

New Contract **Amendment / Modification**

Contract Type **Type of Modification**

Blanket Agreement Term: **12** (# of mo) **Time Extension** **Vendor Limit Increase** **Scope Change**

Standard Agreement Contract Number: _____

Specification Number: _____

Modification Number: _____

Department Request Approval	Recommended Approval
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
PJ Reynolds	Rich Butler
PRINT NAME	PRINT NAME
DATE	DATE
	4-22-16

(FOR NCRB USE ONLY)

Recommend Approval/Date: **4-21-16**

Return to Department/Date: _____

Rejected/Date: _____

Approved **Rejected**

CHIEF PROCUREMENT OFFICER 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) The City of Chicago currently utilizes the Trak Engineering Inc. (Trak) Fuel Management System (FMS) and Software to provide the fleet secure access to the organization's fuel supply. In the mid 1990's the existing Fuel Management System was found not to be meeting the City of Chicago's growing fleet requirements. A RFP was developed and advertised for a compliant Fuel Management System. Trak Engineering was awarded the contract to install their proprietary equipment and software at the City's fuel sites (PO 16871). This new request is for a new one (1) year contract; Trak Engineering has been meeting all of the requirements of the current contract and have met all requests in a timely and efficient manner. Future requests may be made for doing business with Trak Engineering, Inc. depending on the City of Chicago's Fuel Management System requirements.
- 2) This contract will be a continuation of maintenance of the installed hardware and software of the Trak Fuel Management System. The City of Chicago and sister agencies have been utilizing the TRAK FMS system since November of 1996. Procurement includes all parts and service (including technical support for current software) for maintenance of the current TRAK FMS.
- 3) Competitive bidding is not possible for this specification because Trak is the Original Equipment Manufacturer (OEM) of all production hardware currently in the City of Chicago's FMS. TRAK software is the only software on the market that is compatible to the hardware of Trak's FMS.
- 4) The TRAK system consist of both computer hardware and computer database software. This software is the only software on the market that is compatible to the hardware of Trak's Fuel Management System and was custom developed at Trak Engineering and Trak holds the copyright on it. Trak is the only company in the world that can modify it and support it. Therefore, other sources are not available for this Fuel Management System
- 5) Trak Fuel Management software is the only software on the market that is compatible to the hardware of Trak's Fuel Management System. Trak is the Original Equipment Manufacturer (OEM) of all production hardware and provides a team of factory-trained field service engineers and programmers who are responsible for system maintenance. As long as the City of Chicago continues to utilize the TRAK FMS for their fuel management needs all future requests will be made for doing business with Trak Engineering, Inc, however, future requests will depend on the City of Chicago's fuel management system requirements.
- 6) Future Competitive bidding is not possible for the TRAK Fuel Management System because Trak Engineering Company is the manufacturer of the hardware and software used in 2FM's Fuel Management System. The Trak FMS controls the dispensing of all fuel to City and sister agency vehicles and equipment. Trak manufactured components are necessary for the proper operation of the FMS. There is no third party manufacturer of hardware components for Trak FMS.

ESTIMATED COST

- 1) The estimated cost for the maintenance of the Trak FMS hardware and software over the course of the 1 year contract is approximately \$75,000. The Funding Source is 16-0100-038-2140-0149
- 2) The estimated cost by fiscal year is approximately \$75,000.00
- 3) The basis for estimating costs include running Business Object Reports to calculate previous years usage and reviewing Trak Engineering current proposal for the new contract.
- 4) Keeping the current successful Fuel Management System would be at a significant cost savings to the City of Chicago. All hardware and software would have to be replaced for a new Fuel Management System.



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

5) Trak Fuel has consistently maintained their pricing throughout the course of the current contract. All price escalations have been minimal when comparing to Trak Engineering's proposal for the new contract.

SCHEDULE REQUIREMENTS

- 1) All schedules were developed based on a specific time frames and mandatory software maintenance requirements that were the best interest to the City of Chicago.
- 2) Lack of drawings and/or specifications is NOT a constraining factor to competitive bidding. Trak is the OEM of all production hardware and their software is the only software that is compatible to the hardware of Trak's Fuel Management System. Trak Engineering is the ONLY compame that can support their proprietary software.
- 3) Routine maintenance is critical to maintain software updates and to verify all hardware is working efficiently. All other maintenance is not on a schedule and is provided in assistance with TRAK Engineering support.
- 4) Competitive bidding would involve a whole new City-Wide Fuel Management System at a significant cost. Monitoring fuel allocations is an important part of 2FM's and its sister agencies budgetary needs.
- 5)The Department of Fleet & Facility Mangemnt is requesting a twelve (12) month contract + two (2) 1-year extension options. An additional 181 day period after the initial extension options are used is also requested.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1) The City of Chicago is not contemplating hiring Trak Engineering as a Professional Service Consultant.
- 2) Trak Engineering Company is the manufacturer of the hardware and software used in 2FM's Fuel Management System. The Trak FMS controls the dispensing of all fuel to City and sister agency vehicles and equipment. Trak manufactured components are necessary for the proper operation of the FMS. There is no third party manufacturer of hardware components for Trak FMS.
- 3) All Trak personnel are pre-qualified to have extensive electrical, computer and mechanical abilities. All employees are factory trained on all of Trak's 100+ products which range from electrical board components, soldering, communication equipment: IP, modem, radios, wire, fiber optics, and software database knowledge including Windows CE.
- 4) Trak personnel average 8+ years' experience in fuel management. Trak employees have extensive knowledge of fuel stations: pumps, dispensers, suction pumps, solenoids, pulsers, tanks, tank monitors, and generators. This is vital to all jobs, projects and programs.
- 5) Because of the fuel management related experience provided by TRAK personnel all services provided are by qualified technicians trained to meet all demands without unreasonable costs to the City of Chicago.
- 6) Trak's hardware and software are proprietary and do not work with other brands (nor do the other brands work with each other). In the Fuel Management industry all companies' systems are unique.
- 7) Competition is precluded because of patent rights, copyrights, technical data, and other proprietary data.
- 8) An inventory of replacement parts are maintained by 2FM Fuel Services. Parts in need of service (that are repairable) are returned to Trak Engineering, Inc; Repairs and shipping cost are included in the contract cost. Trak Engineering, Inc is the OEM and their manufactured components are necessary for the proper operation of the FMS.

OTHER



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

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, 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.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

- * 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 completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

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

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

Date: April 14, 2016

Subject: **Maintenance, Parts and Repair Service for Trak Fuel Management System
Specification#134314, RX 104755
Authorization for Procurement Request – New Requirement**

The Department of Fleet and Facility Management (2FM) entered Requisition 102014 for a new one (1) year contract for Maintenance, Parts and Repair Service for Trak Fuel Management System under Specification No. 134314.

The estimated usage amount over a 1 year period for this procurement will be approximately \$75,000.00. 2FM is also requesting two 1-year extension options once the initial term is complete. An additional 181 days contract development extension is requested if the extension options are exhausted.

The City of Chicago currently utilizes the Trak Engineering Inc. (Trak) Fuel Management System (FMS) and Software to provide the fleet secure access to the organization's fuel supply. The Trak FMS controls the dispensing of all fuel to City and sister agency vehicles and equipment. Trak is the manufacturer of the hardware and software used in the City of Chicago FMS and these components are necessary for the proper operation of the system.

In the mid 1990's the existing Fuel Management System was found not to be meeting the City of Chicago's growing fleet requirements. A RFP was developed and advertised for a compliant Fuel Management System. Trak Engineering was awarded the contract to install their equipment and software at the City's fuel sites.

Attached you will also find a Non-Competitive Review Board (NCRB) application for this specification.

The reason TRAK Engineering, Inc. is currently the only vendor who can supply the Fuel Management Services to the City of Chicago is because the Trak software is the only software on the market that is

compatible to the hardware of the Trak Fuel Management System. Trak Engineering installed all the components for this system and the services provided CAN NOT be sustained by another contractor. Trak is the Original Equipment Manufacturer (OEM) of all production hardware and provides a team of factory-trained field service engineers and programmers who are responsible for system maintenance. The cost to replace the entire Fuel management System would be approximately \$800,000.00.

2FM has reviewed the contract components for M/WBE participation and because Trak Engineering Company is the OEM of all production hardware it is recommended that this specification be awarded with "NO STATED GOALS". The previous Trak Fuel Management contract (PO 16871) was also awarded as a non-competitive procurement agreement with no stated goals.

Also, insurance requirements have been approved by Risk Management.

Please feel free to contact Kevin Pater (312) 744-7399 if further information is required.

Thank you for your cooperation.

Attachments: Checklist, RX 104755, Detailed Specifications, Risk Management Insurance Requirements, NCRB application, Compliance Approval, EDS Filing Certificate

CC: Monica Jimenez

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:
April 14, 2016

Department Name:
Fleet & Facility Management

Requisition No: 104755 **Specification No:** 134314

PO No: _____ **Modification No:** _____

Contract Liaison:
Kevin Pater

Telephone:
312-744-7399

Email:
kevin.pater@cityofchicago.org

Project / Program Manager:
Rich Kroth

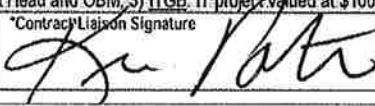
Telephone:
312-742-3096

Email:
rich.kroth@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 OBM; 3) ITGB: IT 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



Project Title:
Authorization for Procurement Request – New Requirement

Project Description:
Maintenance, Parts and Repair Service for Trak Fuel Management System

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
	016	0100	038	2140	0149	220149			75,000.00

Check One:
 New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

Project / Program Manager Signature:


Commissioner/Authorized Designee Signature:


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)

Purchase Order Information:

Contract Term (No. of Months): 12

Extension Options (Rate of Recurrence): 2@365; 1@ 181 days

Estimated Spend/Value: \$ 75,000.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No
 Mandatory Site Visit

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

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 Filing (included) Yes No

Vendor Info:

Name: Trak Engineering, Inc.

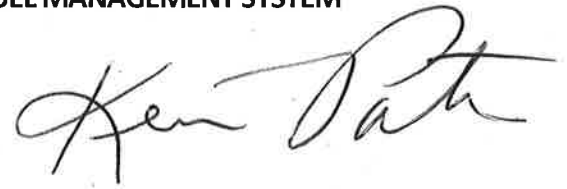
Contact: Katherine Blyth

Address: 2901 Crescent Drive Tallahassee, FL 32301

E-mail: kblyth@trakong.com

Phone: 850-878-4585 ext 325

**MAINTENANCE, PARTS AND REPAIR SERVICE FOR TRAK FUEL MANAGEMENT SYSTEM
DRAFT SPEC**



DETAILED SPECIFICATIONS

SCOPE

Trak Engineering, Inc ("The Contractor") must furnish and deliver Maintenance, Parts and Repair Service for the Trak Fuel Management System (FMS) F.O.B., City of Chicago, Department of Fleet & Facility Management, in accordance with all the terms and conditions of this specification.

INTENT

The City of Chicago Department of Fleet & Facility Management intends to purchase Maintenance, Parts and Repair Service for the Trak Fuel Management System which is used to regulate and manage vehicle mileage and fuel usage. The Department of Fleet & Facility Management currently utilizes only the Trak FMS.

This Specification is intended to be awarded as a non-competitive procurement agreement as the Trak patented software is the sole software that is compatible to the hardware of the Trak FMS.

TRADE NAME

In cases where an item is identified by a manufacturers name, trade name, catalog number, or reference, it is understood that the Contractor proposes to furnish the item so identified and does not propose to furnish an equal unless the proposed "equal" is definitely indicated herein by the Contractor.

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Contractor items that will be satisfactory.

The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

AUTHORIZED DEALER/DISTRIBUTOR

The Contractor must be the Original Equipment Manufacturer (OEM) and must be capable of providing genuine parts, assemblies and/or accessories. The Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product re-call notices, etc.

Contractor compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

MAINTENANCE, PARTS AND REPAIR SERVICE FOR TRAK FUEL MANAGEMENT SYSTEM

Trak Engineering will furnish support and parts for the Trak Fuel Management System.

The maintenance agreement includes the following items:

- 1- Technical Support offered twenty-four (24) hours per day, seven (7) days per week with unlimited telephone support.
- 2- On-site service hours Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 3- Emergency service calls during non-business hours will not be subject to additional charges.
- 4- All Software update at no charge for Sentry products and warranty against defects.

- 5- All services and maintenance on all Trak Equipment must be performed by factory trained personnel
- 6- Parts worn out or broken during normal wear and tear must be replaced at no additional charge.
- 7- Parts must be shipped to designated locations at no additional charge.
- 8- All Trak supplied hardware including all parts at the fuel site, the communication wiring (or wireless devices) and communication devices.
- 9- A twenty-five percent (25%) discount off list prices for any Trak Products.

Bid Line 1:

The maintenance agreement covers maintenance for forty-eight (48) Fuel Sentry Hose Controls on a yearly basis for the duration of the Contract.

First Year After Award Date	Qty	Price	Total
Fuel Sentry including Hose Controls	48	\$1,427.91	\$68,539.68
Optional Renewal Year 1 (contract extension)			
Fuel Sentry including Hose Controls	48	\$1,427.91	\$68,539.68
Optional Renewal Year 2 (contract extension)			
Fuel Sentry including Hose Controls	48	\$1,500.20	\$72,009.50

Bid Line 2:

The maintenance agreement covers maintenance for three (3) WinCC Client Software on a yearly basis for the duration of the Contract.

First Year After Award Date	Qty	Price	Total
WinCC Client Software	3	\$231.00	\$693.00
Optional Renewal Year 1 (contract extension)			
WinCC Client Software	3	\$231.00	\$693.00
Optional Renewal Year 2 (contract extension)			
WinCC Client Software	3	\$240.33	\$721.00

Bid Line 3:

The Contractor will offer a twenty-five percent (25%) discount of list prices for replacement parts as shown below.

Trak Spare Parts Pricing Information			
Part #	Part Description	List	COC Pricing
FS100	Sentry 6 System	\$ 5,349.75	\$ 4,012.31
FS700	SentryGOLD System	\$ 6,420.75	\$ 4,815.56
FS7C	SentryGOLD Compact Internal - for digital dispenser only	\$ 3,958.50	\$ 2,968.88
I-FS700	Sentry Install	\$ 1,845.00	\$ 1,383.75
I-FS700H	Hose Install	\$ 375.00	\$ 281.25
FS100-CR	Sentry Card Reader - magnetic strip	\$ 595.00	\$ 446.25
FS060	Hose Control	\$ 475.00	\$ 356.25
AMFU	Automated Mobile Fueling	\$ 5,349.75	\$ 4,012.31
AMFU-1	Arm Radio Unit	\$ 1,600.00	\$ 1,200.00
I-AMFU	Automated Mobile Fueling Install	\$ 1,845.00	\$ 1,383.75
FS08	Bulk Oil Control Unit	\$ 1,500.00	\$ 1,125.00
FS08	Oil Can Dispenser	\$ 2,049.00	\$ 1,536.75
1-OD01	Can Oil Dispenser Unit Installation	\$ 530.00	\$ 397.50
CW01	Car Wash Unit	\$ 3,958.50	\$ 2,968.88
I-CWU	Car Wash Unit Installation	\$ 1,845.00	\$ 1,383.75
D001	Door Opener Unit	\$ 3,958.50	\$ 2,968.88
I-DO	Door Opener Installation	\$ 1,845.00	\$ 1,383.75
GC05	Gate Control Unit	\$ 3,958.50	\$ 2,968.88
I-GC	Gate Control Installation	\$ 1,845.00	\$ 1,383.75
TNK01	Tank Level Communicator	\$ 1,552.00	\$ 1,164.00
TLP01	Tank Level Detector Unit - Diesel	\$ 1,250.00	\$ 937.50
TLP01	Tank Level Detector Unit - Unleaded	\$ 1,250.00	\$ 937.50
I-TLC	Tank Level Comm Install	\$ 927.00	\$ 695.25
I-TLCP	Tank Level LDU Install-each add't up to 3	\$ 400.00	\$ 300.00
DC01	Key Encoder / Data Converter	\$ 610.00	\$ 457.50
FS09	Memory Key, EE	\$ 4.25	\$ 3.19
SPK5	Spare Parts Kit for Sentry6 Contains: Control Panel, Key Reader, Barrier	\$ 2,295.00	\$ 1,721.25
SPK7	Spare Parts Kit for Sentry 7 Contains: Compact, Key Reader	\$ 3,555.00	\$ 2,666.25
WINCC	WinCC Fuel Management Software	\$ 1,395.00	\$ 1,046.25
CC01	Central Controller Computer	\$ 2,500.00	\$ 1,875.00
IP-S	IP Serial Device - standard	\$ 645.00	\$ 483.75

WARRANTY

The Contractor must furnish a warranty for the Maintenance, Parts and Repair Service for the Trak Fuel Management 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 the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts 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.

VISITING WORK SITE (S)

Upon request the Contractor will visit the site of the proposed work and become thoroughly familiarized with the location and conditions which will be encountered and which will affect the proposed work. No allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the work sites will be presumed upon submittal of a bid proposal and submission of a bid proposal will constitute the Contractors acceptance of all site conditions. To arrange a site visit Contact:

Department of Fleet & Facility
Management Attn: Rich Kroth
1685 North Throop Avenue
Chicago, Illinois 60622
at (312) 746-2133.

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, Trak 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.

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 must 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 Contractors 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.

INVENTORY/LEAD TIME

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any replacement parts listed on the quote dated August 20, 2015 which is ordered by the City from within fourteen (14) calendar days after receipt of a City departments order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this Contract, and may further affect the Contractors eligibility for future Contract awards.

The Contractors compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding

REPLACEMENT PARTS

Replacement parts, components, assemblies and/or accessories furnished under this Contract must be genuine replacement- parts as manufactured or supplied by the Original Equipment Manufacturer (O.E.M.) unless O.E.M. replacement parts, components, assemblies and/or accessories are no longer available.

All replacement parts, components and/or assemblies furnished that are not O.E.M. are to be considered "Generic" and must be compatible and interchangeable with existing City owned equipment. The Department must be informed of any "generic" replacement parts used and reserves the right to refuse the use of those replacement parts.

The cost for any replacement parts, components, assemblies and/or accessories purchased either separately or in conjunction with repair service will be based on a twenty-five percent (25%) discount-off the Manufacturer's Suggested List Price, as stated on the quote dated August 20, 2015 and that is to include any and all peripheral costs (e.g. transportation, pick-up and delivery, guarantees, re-stock charges, testing, inspection, reports, insurance, fees, etc). Upon request the Contractor must furnish the manufacturer's retail price list, the manufacturer's invoice or print of the manufacturer's list price from the manufacturer's Internet Website for any replacement parts, components, assemblies and/or accessories purchased or used. The equipment and/or manufacturers listed herein are not all inclusive and the City reserves the right to add and/or delete equipment or manufacturers at any time.

In order to verify the price of any item purchased or used, the Contractor must provide the City with the manufacturer's Internet Website address, where available, that will enable the City the ability to view the price of the items being purchased or used. The price list is to be an authentic manufacturer's price list and not a reproduction by the Contractor.

Replacement Parts will be shipped ground (UPS / US) at no charge within fourteen (14) calendar days after receipt of an order. Emergency parts will be shipped "next day" delivery at no cost. Emergency parts consist of: Sentry 6 & SentryGOLD: Keyreader, Barrier, and Control Panel.

MISSHIPMENTS/DEFECTIVE MERCHANDISE

The Contractor will be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor must make arrangements with their common carrier or company personnel to pick-up unacceptable Parts for Trak Fuel Management System within forty-eight (48) hours of notification by authorized City personnel. The Contractor must replace the merchandise or issue a credit within seven (7) business days of the return. If a credit is not received within seven (7) business days, the City will deduct the amount of the return from any outstanding invoice at the time of payment.

The City of Chicago will not be subject to restocking charges due to Contractor error.

EXCEPTIONS

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

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



Corporate Sales: 2901 Crescent Drive, Tallahassee, FL 32301
 PH 850-878-4585 FAX 850-656-8265 www.trakeng.com



October 7, 2015

Rich Kroth, Project Administrator
 Department of Fleet and Facility Management (2FM)
 Bureau of Fleet Operations / Fuel Services Division
 1685 N. Throop St
 Chicago, IL 60642

Dear Mr. Kroth:

Trak Engineering, Inc. is pleased to provide a quote for maintaining your system – this is for both Parts and Service. This total quote is for a two year **Extended Maintenance Agreement with an option 3 one-year extension.**

Quote			
Item	Qty	Price	Total
First 2-Years of Contract			
Fuel Sentry including Hose Controls - per site price:	48	\$1,427.91	\$68,539.68
WinCC Client Software	3	\$231.00	\$693.00
Total:			\$69,232.68

Optional Renewal Year 1			
Fuel Sentry including Hose Controls - per site price:	48	\$1,463.61	\$70,253.17
WinCC Client Software	3	\$235.62	\$706.86
Total:			\$70,960.03

Optional Renewal Year 2			
Fuel Sentry including Hose Controls - per site price:	48	\$1,500.20	\$72,009.50
WinCC Client Software	3	\$240.33	\$721.00
Total:			\$72,730.50

Optional Renewal Year 3			
Fuel Sentry including Hose Controls - per site price:	48	\$1,537.70	\$73,809.74
WinCC Client Software	3	\$245.14	\$735.42
Total:			\$74,545.16

Terms:

- Project must start by June 1, 2016
- Prices do not include sales tax
- All work will be performed by Trak personnel

Please give me a call at 850-878-4585 ext. 325 should additional questions arise. **Thank you for allowing us the opportunity to provide you this quote!**

Sincerely,

Katherine Blyth

Katherine Blyth, Marketing & Sales



Corporate Sales: 2901 Crescent Drive, Tallahassee, FL 32301
 PH 850-878-1585 FAX 850-656-8265 www.trakeng.com



We are also offering you 25% off our list prices for duration of this agreement. Spare parts listing is on next page.

Trak Spare Parts Pricing Information			
Part #	Part Description	List	EMA Pricing
FS100	Sentry6 System	\$ 5,349.75	\$ 4,012.31
FS700	SentryGOLD System	\$ 6,420.75	\$ 4,815.56
FS7C	SentryGOLD Compact Internal - for digital dispenser only	\$ 3,958.50	\$ 2,968.88
I-FS700	Sentry Install	\$ 1,845.00	\$ 1,383.75
I-FS700H	Hose Install	\$ 375.00	\$ 281.25
FS100-CR	Sentry Card Reader - magnetic strip	\$ 595.00	\$ 446.25
FS060	Hose Control	\$ 475.00	\$ 356.25
AMFU	Automated Mobile Fueling	\$ 5,349.75	\$ 4,012.31
AMFU-1	Arm Radio Unit	\$ 1,600.00	\$ 1,200.00
I-AMFU	Automated Mobile Fueling Install	\$ 1,845.00	\$ 1,383.75
FS08	Bulk Oil Control Unit	\$ 1,500.00	\$ 1,125.00
FS08	Oil Can Dispenser	\$ 2,049.00	\$ 1,536.75
I-OD01	Can Oil Dispenser Unit Installation	\$ 530.00	\$ 397.50
CW01	Car Wash Unit	\$ 3,958.50	\$ 2,968.88
I-CWU	Car Wash Unit Installation	\$ 1,845.00	\$ 1,383.75
D001	Door Opener Unit	\$ 3,958.50	\$ 2,968.88
I-DO	Door Opener Installation	\$ 1,845.00	\$ 1,383.75
GC05	Gate Control Unit	\$ 3,958.50	\$ 2,968.88
I-GC	Gate Control Installation	\$ 1,845.00	\$ 1,383.75
TNK01	Tank Level Communicator	\$ 1,552.00	\$ 1,164.00
TLP01	Tank Level Detector Unit - Diesel	\$ 1,250.00	\$ 937.50
TLP01	Tank Level Detector Unit - Unleaded	\$ 1,250.00	\$ 937.50
I-TLC	Tank Level Comm Install	\$ 927.00	\$ 695.25
I-TLCP	Tank Level LDU Install-each add't up to 3	\$ 400.00	\$ 300.00
DC01	Key Encoder / Data Converter	\$ 610.00	\$ 457.50
FS09	Memory Key, EE	\$ 4.25	\$ 3.19
SPK5	Spare Parts Kit for Sentry6 Contains: Control Panel, Key Reader, Barrier	\$ 2,295.00	\$ 1,721.25
SPK7	Spare Parts Kit for Sentry7 Contains: Compact, Key Reader	\$ 3,555.00	\$ 2,666.25
WINCC	WinCC Fuel Management Software	\$ 1,395.00	\$ 1,046.25
CC01	Central Controller Computer	\$ 2,500.00	\$ 1,875.00
IP-S	IP Serial Device - standard	\$ 645.00	\$ 483.75



October 7, 2015

City of Chicago
Attn: Rich Kroth and Kevin Pater
1685 North Throop Street
Chicago, IL 60622

Re: Sole Source justification for Equipment Maintenance Agreement

Dear Mr. Kroth and Mr. Pater,

In reference to your request for a "Sole Source Justification Statement" for the coverage of your Equipment Management Agreement (EMA) and purchase of parts and supplies for your Trak Fuel Management System, our explanation is as follows.

The City of Chicago currently utilizes the Trak Engineering Inc. (Trak) Fuel Management System and Software to provide the fleet secure access to the organization's fuel supply.

This system consist of both computer hardware and computer database software. This software is the only software on the market that is compatible to the hardware of Trak's Fuel Management System and was custom developed at our company by our IT staff and Trak holds the copyright on it. Trak is the only company in the world that can modify it and support it.

Trak is the Original Equipment Manufacturer (OEM) of all production hardware and provides a team of factory-trained field service engineers who are responsible for system maintenance. Since we are the ones that have created and built this hardware we are uniquely qualified to support it with any and all replacement parts. These parts cannot be purchased anywhere other than from Trak.

Trak recently provided a proposal to renew your annual EMA covering this equipment according to the EMA terms and conditions. We are the sole source capable of providing any and all parts and service for your system.

We have been in business over 34 years. Please do not hesitate to call me if you should have any questions or require additional information regarding the above at 850-878-4585 ext. 325.

Sincerely,

Katherine Blyth
Marketing & Sales



October 7, 2015

Kevin Pater, Chief Contract Expediter
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

Re: Compliance waiver

Dear Mr. Pater,

Trak Engineering would like to formally request a Compliance Waiver for Minority Business Participation in our propose contract.

Trak Engineering builds all of the parts at our manufacturing plant in Tallahassee, FL. We also support our product via our customer help desk in Tallahassee, Florida. There are no opportunities in this project to subcontract any of the purchasing of parts or service to any company. Trak will provide this work 100%. This is true for our 500+ customers.

We have been in business over 34 years. Please do not hesitate to call me if you should have any questions or require additional information regarding the above at 850-878-4585 ext. 325.

Sincerely,

Katherine Blyth
Marketing & Sales

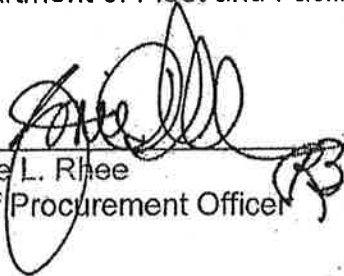


DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NO STATED GOAL REPLY MEMORANDUM

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

FROM: 
Jamie L. Rhee
Chief Procurement Officer

DATE: NOV 5 2015

RE: Maintenance, Parts and Repair Service for Trak Fuel Management System
Specification No. 134314 / Requisition No. 102014

After further review and consideration, the Department of Procurement Services approves the No Stated Goal request for the Maintenance, Parts and Repair Service for Trak Fuel Management System project for the Department of Fleet and Facility Management.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer at (312) 744-0845.

MJ:gs



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 68356

Certificate Printed on: 01/13/2016

Date of This Filing:04/28/2015 03:42 PM

Original Filing Date:04/28/2015 03:42 PM

Disclosing Party: Trak Engineering, Inc.
Filed by: Mr. JAMES A MARLOW

Title:Controller

Matter: Maintenance Parts and Repair Service
for Trak Fuel Management System
Applicant: Trak Engineering, Inc.
Specification #: 60099
Contract #: 16871

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



DEPARTMENT OF FLEET & FACILITY MANAGEMENT

MEMORANDUM

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

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

Date: December 02, 2015

Subject: **Maintenance, Parts and Repair Service for Trak Fuel Management System
Specification#134314, RX 104755
Authorization for Procurement Request – New Requirement**

The Department of Fleet and Facility Management (2FM) entered Requisition 102014 for a new five-year contract for Maintenance, Parts and Repair Service for Trak Fuel Management System under Specification No. 134314.

The estimated usage amount over a 5 year period for this procurement will be approximately \$375,000.00.

The City of Chicago currently utilizes the Trak Engineering Inc. (Trak) Fuel Management System (FMS) and Software to provide the fleet secure access to the organization's fuel supply. The Trak FMS controls the dispensing of all fuel to City and sister agency vehicles and equipment. Trak is the manufacturer of the hardware and software used in the City of Chicago FMS and these components are necessary for the proper operation of the system.

In the mid 1990's the existing Fuel Management System was found not to be meeting the City of Chicago's growing fleet requirements. A RFP was developed and advertised for a compliant Fuel Management System. Trak Engineering was awarded the contract to install their equipment and software at the City's fuel sites.

Attached you will also find a Non-Competitive Review Board (NCRB) application for this specification. This is justified because the City of Chicago currently utilizes the Trak FMS and software to provide the fleet secure access to the organization's fuel supply. This software is the only software on the market that is compatible to the hardware of the Trak Fuel Management System. Trak is the Original Equipment Manufacturer (OEM) of all production hardware and provides a team of factory-trained field service engineers and programmers who are responsible for system maintenance.

2FM has reviewed the contract components for M/WBE participation and because Trak Engineering Company is the OEM of all production hardware it is recommended that this specification be awarded with "NO STATED GOALS". The previous Trak Fuel Management contract (PO 16871) was also awarded as a non-competitive procurement agreement with no stated goals.

Also, insurance requirements have been approved by Risk Management.

Please feel free to contact Kevin Pater (312) 744-7399 if further information is required.

Thank you for your cooperation.

Attachments: Checklist, RX 104755, Detailed Specifications, Risk Management Insurance Requirements, NCRB application, Compliance Approval, EDS Filing Certificate

CC: Monica Jimenez

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

**Maintenance, Parts and Repair Service for Trak Fuel Management System
Trak Engineering, Inc.**

Contractor must provide and maintain at Contractor's own expense, during the term of the Contract and time period following expiration if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insured, defense and contractual liability (not to include endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Error & Omissions/Professional Liability

When any system technicians, engineers, program/project management or other electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform Services in connection with this Contract, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, records and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property/Installation Floater

When any major repairs are required including rehabilitation, replacement or upgrades of Department of Fleet and Facility Management Equipment/System, All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to City property including system equipment, computer hardware and software devices, materials, parts and supplies that are of the Contract work during the course of design, development, installation, replacement maintenance or repair. Coverage must include in transit, offsite, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for any damage to City property at full replacement cost during inspection, equipment testing, maintenance and/or repairs of the Department of Fleet and Facility Management System machinery, equipment, replacement parts, materials and supplies that are part of the Contract and while in the care, custody and control of the Contractor or loss to any City property as a result of this Contract.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

All Insurance Certificates of Coverage must be signed, dated and reference the City Contract number.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Contractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. Contractor must that ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.
- 2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to



such additional insureds is limited as provided herein:

a. Additional Insured - "Your Work"

* That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

* (2) The coverage provided to the additional insured by this paragraph 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:

(a) It is required by the written contract or written agreement; and

(b) "Bodily Injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an Insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. **Damage to Property** of **SECTION I – EXCLUSIONS** do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to **PROPERTY DAMAGE – PATTERNS, MOLDS AND DIES** and is included within the General Aggregate Limit as described in **SECTION III – LIMITS OF INSURANCE**.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of "personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE** does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply if **Section I – Coverage B – Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C**

for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (Medical Payments) does not apply if Section I – Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of Section I – Coverage C – Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

11. SUPPLEMENTARY PAYMENTS

A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of ball bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

12. PROPERTY DAMAGE – ELEVATORS

With respect to Exclusions of Section I – Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions, Exclusion l. is replaced by the following.

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

B. Under Section I – Coverage A – Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:

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2020030306977020005 64755002



6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY – DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I – Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under Section I – Coverage A – Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I – Coverage A – Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.



POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: <i>Robert J. Thylan</i>
Named Insured:	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s): CITY OF CHICAGO</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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20020033069770030054847550163



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

SECTION I -- GENERAL INFORMATION

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

Trak Engineering, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

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

OR

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

B. Business address of the Disclosing Party: 2901 Crescent Drive, Tallahassee, FL 32301

C. Telephone: 850-878-4585 Fax: 850-656-8265 Email: sales@trakeng.com

D. Name of contact person: Katherine Blyth

E. Federal Employer Identification No. (if you have one): 59-2070513

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

Fuel Management Systems

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Florida

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
John Blyth	President
Katherine Blyth	Vice-President

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
John Blyth	2901 Crescent Drive, Tallahassee, FL 32301	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes

No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	--

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, 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 (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

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

8. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NONE

9. 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 \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NONE

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

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

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

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

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

NONE

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. 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.

X 1. 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.

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

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

Yes

No

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

Trak does have an affirmative action plan but not federally regulated as part of 41 CFR Part 60-2 -listed above.

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

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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 transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

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 on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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 Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

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

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

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

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

CERTIFICATION

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

Trak Engineering, Inc.

(Print or type name of Disclosing Party)

By: Katherine Blyth
(Sign here)

Katherine Blyth

(Print or type name of person signing)

Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) October 6, 2015
at Leon County, Florida (state).

Eva Chester Notary Public.

Commission expires: 1/14/2017.



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently has a “familial relationship” with any elected city official or department head. A “familial relationship” exists if, as of the date this EDS is signed, the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof is related 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 executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. “Principal officers” means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

Yes

No

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