



**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	Originator Name	Telephone	Date	Signature of Application Author
038 - Fleet & Facility Management (2FM) Contract Liaison	William Kelly	312-744-6043	7/19/2018	<i>William Kelly</i>
William Kelly	william.kelly@cityofchicago.org	312-744-6043		

List Name of NCRB Attendees/Department

Ferris Batie	2FM
William Kelly	2FM

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

Company: Hastings Air Energy Control

Contact Person: Kevin Rohde Phone: 262-364-0516 Email: kevinrohde@hastingsairenergy.com

Project Description: Contract Modification Request: 181-day Time Extension & VLI in the amount of \$717,329.79

This is a request for:

New Contract

Amendment / Modification

Contract Type

Type of Modification

Blanket Agreement Term: ____ (# of mo)

Time Extension Vendor Limit Increase Scope Change

Standard Agreement

Contract Number: **26941**

Specification Number: **94134**

Modification Number: **XXXXX**

Department Request Approval	Recommended Approval
<i>David Reynolds</i> DEPARTMENT HEAD OR DESIGNEE	<i>Rich Butler</i> BOARD CHAIRPERSON
8-15-18 DATE	9-24-18 DATE
David Reynolds PRINT NAME	Rich Butler PRINT NAME

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

SN
9/20/18

Approved Rejected

John E. M.
CHIEF PROCUREMENT OFFICER 27 September 2018
DATE



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

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

- 1) 2FM is responsible for repair and maintenance of filtered exhaust extraction systems in all of the fire stations and in the fleet garages. These systems are necessary to meet the City's Environmental Policy Standards and eliminate diesel exhaust fumes that would otherwise negatively impact the health and safety of city employees, as well as the general public. In order to properly maintain these systems, regular filter changes and system preventative maintenance must be performed.
- 2) This is a continuation of previous procurement from the same source. An exhaust extraction system to eliminate the diesel exhaust fumes was first installed in 1994 at the request of the Chicago Fire Department and their union to prevent fireman from breathing noxious exhaust fumes and provide a healthy atmosphere in which to work. When the contract was awarded in 2013, the City required service on 176 hose drops. At present we have these systems in 70 Fire Stations and in 11 Fleet Management Garages for a total of 374 hose drops to vehicles, an increase, or more than double the level of service required at the time of award. As this is a proprietary system Hastings is the only certified source for providing services in the Midwest.
- 3) Hastings is the only distributor for Plymovent in the midwest. It would not be economical to the City to change suppliers
- 4) As this is a proprietary system, Hastings is the only certified source for providing services in the Midwest.
- 5) 2FM is developing a new 5 (five) year contract and until Fire and Fleet vehicles are converted to a means that does not exhaust diesel fumes, some type of exhaust system will be needed. This time extension and VLI will cover the time frame while working on the new procurement.
- 6) Future competitive bidding may be possible if additional certified and experienced Plymovent technicians are available with an established service track record, immediate parts availability and a proven online system for entering and monitoring service calls automatically are in place in the Chicago metropolitan marketplace.
- 7) On July 1, 2018, the NCRB approved a time extension to 9/28/2018 and a vendor limit increase (VLI) totalling \$174,000. The amount of the VLI was calculated according to average past spending and did not take into account increased usage more than double the original amount and past due balances totaling \$100,754.47 (detailed below). As a result, 2FM will be in arrears shortly after the funds are available through the contract.

ESTIMATED COST

1) \$717,329.79 VLI Request to cover three months of past due invoices, fuure maintenance and possible repairs through 03/28/2019 (181 day time extension). The funding source for this procurement is 018-0100-0384119-0162-220162.

2) The Vendor Limit Increase amount was estimated as follows:

Maintenng Spending

4/1/2018 – 6/30/2018 Services Rendered (Past due)	\$ 113,614.39
Projected Maintenance Spending – 7/1/2018 – 3/28/2019	\$ 398,400.00
Maintenance Spending - Past Due and Future Spending	\$ 513,014.39

(see next page)



**DEPARTMENT OF PROCUREMENT SERVICES
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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

Repairs - Labor + Materials (avg annual spend)

Materials \$ 168,966.30

Labor \$ 241,664.50

Average Annual Spending on Repairs \$ 410,630.80

Projected Repairs (avg. annual spend prorated for six months) \$ 205,315.40

Total VLI Requested (Maintenance and Repairs) \$717,329.79

SCHEDULE REQUIREMENTS

- 1) Each piece of equipment will be serviced 4 times per year (quarterly) and the unfilter box inspection will include adjustment and filter changes once every 6 months. Preventative maintenance includes individual inspection of each piece of exhaust removal equipment, control panels, air compressors, hoses and each mechanical component. Adjustments, realignment, lubrication and replacements as necessary (includes parts allowance for repairs throughout the year). Make necessary repairs in cases of operator error, negligence or accident; and replacing parts beyond life expectancy.
- 2) As this is a proprietary system Hastings is the only certified source for providing services in the Midwest. These vital systems are used to prevent fireman from breathing noxious exhaust fumes and provide a healthy atmosphere in which to work.
- 3) N/A
- 4) Not having the proper dollar amount would be a health danger to employees working in these facilities.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1) Hastings is not being contemplated as a Professional Services Consultant.
- 2) Hastings is predominant in its field and also a certified PlymoVent Systems dealer in Wisconsin, Illinois, Michigan and Indiana. There are no other companies certified or able to purchase the PlymoVent systems or parts.
- 3) Hastings is the only Company that offers this service in the Midwest.
- 4) OEM parts and equipment installed and services by factory trained technicians are critical to maintaining the effectiveness and life expectancy of this important health and safety equipment. Hastings also has a specialized working lab and showroom in their main facility to assist in trouble shooting service questions and to assist in providing upgraded equipment when appropriate.
- 5) Hastings was directly involved in the design of facilities and equipment to optimize effectiveness and functionality, and had specific drawings and logistical information on each facility where the exhaust removal equipment is in place. Hastings has personnel with stocked OEM equipment on a specific vehicle allocated primarily for City work. The City uses the proprietary "Plymovent online service system" to log service issues and request maintenance. This system is effective, efficient and unique to the proposed contractor. They are able to complete proactive and reactive service quickly and efficiently.
- 6) Hastings has vehicles and personnel to allocate to our servicing with one designated service vehicle and technician in our market area to provide same day servicing when required and is fully stocked with OEM parts.
- 7) N/A
- 8) Hastings is the exclusive authorized Plymovent Systems dealer in the Chicago metropolitan area for sales, installation servicing and parts. (letter attached)

OTHER

- 1) N/A



**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.

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:
August 13, 2018

Department Name:
Fleet and Facility Management

Requisition No: 231116 **Specification No:** 94134

PO No: 26941 **Modification No:**

Contract Liaison:
William Kelly

Telephone:
744-6043

Email:
william.kelly@cityofchicago.org

Project / Program Manager:
Ferris Batie

Telephone:
744-1675

Email:
ferris.batie@cityofchicago.org

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

***Contract Liaison Signature**
William Kelly

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

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

Project Description:
Time Extension to 3/28/2019 & Vendor Limit Increase for \$717,329.79

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
001	0018	0100	038	4119	0162	220162	0000000		717,329.79

Check One:
 New Contract Request

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

***Project / Program Manager Signature**
Ferris Batie

***Commissioner/Authorized Designee Signature**
David Reynolds

Purchase Order Information:

Contract Term (No. of Months): 6 months Exl.

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$ 717,329.79

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI

Small Order

Special Approvals Required:

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

Contract Type:

Architect Engineering Commodity Construction JOC SBI

Professional Services Revenue Generating Vehicle & Heavy Equipment

Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: 03/29/2013

PO End Date: ~~03/20/2018~~ **3/28/2019** WK

Amount (Increase/Reduction):

Modification/Amendment Type:

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

Vendor Limit Increase Requisition Encumbrance Adjustment

Other (specify):

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

Full Compliance Contract Specific Goals

No Stated Goals Waiver Request

Vendor Info:

Name: Hastings Air Energy Control

Contact: Kevin Rohde

Address: 5556 South Westridge Drive New Berlin, WI 53151-7900

E-mail: kevinrohde@hastingsairenergy.com

Phone: 262-364-0516

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

Section I: General Contract Information	
Department Name	Fleet and Facility Management
Department Contact Name	William Kelly
Department Contact Number	312-744-6043
Department Contact Email	William.kelly@cityofchicago.org
Contract Number	26941 (Hastings Air Energy Control)
Contract Subject Name	Plymovent Exhaust Extraction System, Quarterly Inspections, Preventative Maintenance, Repair & Parts
Contract Initiation Date	03/29/2013
Original Contract Amount	\$ 1,703,448.07
Original Contract Expiration Date	03/28/2018
Budgeted amount for current year	\$1,172,630.80 (Avg. Yearly Spending)
Year to date expenditure (2018)	\$717,329.79 (2FM)
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	18-100-0384119-0162-220162
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes.
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$717,329.79
New total contract amount	\$2,563,763.47
New contract expiration date	03/28/2019 (Pending)
Goods/services provided by this	Repair & Maint. of the Plymovent Exhaust Extraction System

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



DEPARTMENT OF FLEET & FACILITY MANAGEMENT


MEMORANDUM

August 13, 2018

To: Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

Attn: Rich Butler
First Deputy Procurement Officer

CC: Monica Jimenez
Deputy Procurement Officer

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

Subject: **Hastings Air Energy Control
Plymovent Exhaust Extraction System
Contract Modification Request: Time Extension & VLI
Requisition# 231116, PO# 26941, Specification# 94134
Original Start Date: 03/29/2013
Original End Date: 03/28/2018
Current End Date: 09/28/2018**

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

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

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

A letter was sent to the vendor requesting compliance with M/WBE Goals. The vendor has responded in writing to the request for information. A copy of the letter is attached to the packet. 2FM concurs with the circumstances described in the vendor's letter and requests a partial waiver of the compliance requirements allowing for compliance goals of 17% MBE and 0% WBE.

On July 1, 2018, the NCRB approved a time extension to 9/28/2018 and a vendor limit increase (VLI) totaling \$174,000. The amount of the VLI was calculated according to average past spending and did not take into account increased usage more than double the original amount and past due balances totaling \$83,000.00 (detailed below). As a result, 2FM will be in arrears shortly after the funds are available through the contract. 2FM is requesting a 181-day time extension through March 28, 2019 to ensure continuity of service pending NCRB approval of a new contract with Hastings under an expanded scope. 2FM is also requesting a vendor limit increase (VLI) in the amount of \$717,329.79 for anticipated costs to continue receiving services during the six month extension period. The VLI was tabulated as follows:

Hastings VLI Detailed Request

Maintenance Spending	
4/1/2018 – 6/30/2018 Services Rendered (Past due)	\$ 113,614.39
Projected Maintenance Spending – 7/1/2018 – 3/28/2019	\$ 398,400.00
Maintenance Spending - Past Due and Future Spending	\$ 513,014.39
Repairs - Labor + Materials (avg annual spend)	
Materials	\$ 168,966.30
Labor	\$ 241,664.50
Average Annual Spending on Repairs	\$ 410,630.80
Projected Repairs (avg. annual spend prorated for six months)	\$ 205,315.40
Total VLI Requested (Maintenance and Repairs)	\$717,329.79

Requisition #231116 was created in FMPS on July 12, 2018 to facilitate this request. The funding line for this procurement is 018-0100-0384119-0162-220162.

Attached to this memo are the DPS Checklist, C2 Compliance Summary, Purchase Request Summary, OBM Approval Form, Contract Summary Sheet and the contract language which permits the City to take this action.

Please contact Bill Kelly at 312-744-6043 if you have any questions or concerns.

12. DETAILED SPECIFICATIONS

12.1. SCOPE

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

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

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

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

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

Hose Inspection:

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

Compressed Air Supply Inspection:

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

Nozzle Inspection:

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

Air Compressor Inspection:

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

Safety Disconnect Inspection:

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

Blower Inspection:

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

Scope Developments by William Kelly
William Kelly

Track & Hardware Inspection:

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

Ductwork System Inspection:

Check joints and supports; and stack and discharge cap.

Uni-Filter Inspection & Filter Replacement:

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

Control Panel Inspection:

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

Flex Inspection 5-pts.:

Upper Flex Hose Condition

Saddle Hardware

Saddle Alignment

Lower Flex

Grabber 4-pts.:

Connection to Tailpipe/air leak

Airline & Fittings

Ground Clearance

Safety Disconnect 4-pts.:

Operation & Condition

Couplings

Spring Tension

Covers

Track/Rail Hardware 6-pts.

Legs & Supports

End Stops

Trolley

Trip Plate

Balancer

Compressed Air 7-pts.:

Fire Dept. Regulator

Grabber Regulator

Airlines

Fittings

MFD

Valve

Drain Compressor Tank

Air Compressor Condition

Electrical 6-pts..

Fan Operation

Sensors

Control Panel

Timer

Bulb

Service Disconnect

Straight Rail 4-pts.:

Tighten Trip Wire Screws

Bringer Arm & Airline Coil

Remove Build-Up from Duct Insert

Miscellaneous 4-pts.:

Clamps

Reducer Screen

Ductwork, Hangers, Silencer and Raincaps

12.2. CONFIDENTIALITY

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

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

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

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

12.3. PUBLIC CONVENIENCE

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

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

12.4. CLEAN UP

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

12.5. PROTECTION OF WORK, DAMAGES AND REPAIRS

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

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

12.6. QUALITY OF WORKMANSHIP AND MATERIALS

Standards of Performance

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

Correction of Work

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

Failure to Proceed with Directed Work

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

12.7. WORK PERFORMED AT CITY FACILITY

Employees

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

Uniforms

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

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

Use of City Facilities

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

Smoking is prohibited in all City of Chicago facilities.

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

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

12.8. WORK IN PROGRESS

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

12.9. WARRANTY

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

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



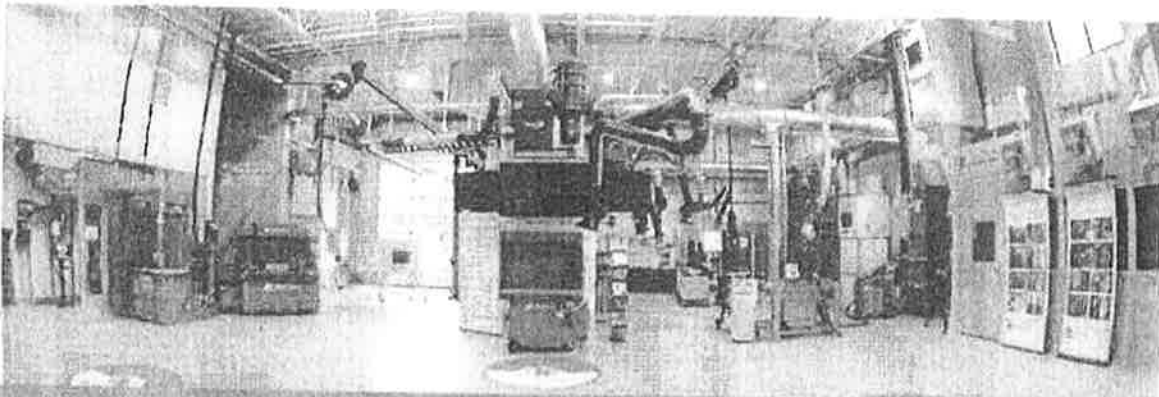
HASTINGS
air energy control, inc.

Prepared For: City of Chicago Department of Fleet and
Facility Management (2FM)
Prepared by: Lori Khoshbin
Date:

Proposal for Preventive Maintenance & Repair Services for sole source contract 26941 through 3-18-2019

Hastings Core Values

Providing innovative solutions that create healthier lives for workers and energy savings for employers.



Engineered Solutions	Dust / Wet Collectors	Automation & Energy Controls
Down & Backdraft Tables	Air Filtration Products	Remote Monitoring Access
Vehicle Exhaust Systems	Ventilation Equipment	Installation & Service
Replacement Filters & Parts	Industrial Vacuum Systems	Industrial Flex Hose

Experience • Service • Results



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P: 800.236.8450 / 262.364.0500
F: 800.260.9189 / 262.364.0550
www.hastingsair.com

Regionally Serving Illinois | Indiana | Iowa | Kentucky | Michigan | Minnesota | Missouri | North and South Dakota | Ohio | Wisconsin

Ship To:

City of Chicago Department of
Fleet and Facility Management
(2FM)

Date:

30 North LaSalle St.- Rm 300

Sales Person: Lori Khoshbin
Quote: QUO-06050-12M8F6
Expires: 3/18/2019

Chicago, IL 60602

Part #	Qty	Description	Unit Price	Ext Price
	1.0	We have outstanding invoices for work from April 1 through June 30, 2018	\$113,614.39	\$113,614.39
Service	1.0	Estimated costs for work for preventive maintenance, filter changes for July 1, 2018 through March 19, 2019 (\$223,104.00 Labor, \$175,296.00 materials)	\$398,400.00	\$398,400.00
Service	1.0	Estimated costs for work repairs for July 1, 2018 through March 19, 2019 (\$114,976.62 Labor, \$90,338.78 materials)	\$205,315.40	\$205,315.40
	1.0	With this extension funding, we will also include 17% or more MBE participation for all work performed after the date of approved funding for the total amount.		

Total: \$717,329.79

Signed: _____
Name: _____ Title: _____
Terms: _____

Purchase Order # _____

Thank you for considering Hastings.

Please remit to:
Hastings Air-Energy Control, Inc.
5555 S. Westridge Drive
New Berlin, WI 53151-7900



HASTINGS
air energy control, inc.

5555 South Westridge Drive
New Berlin, WI 53151-7900

P: 800.236.8450 / 262.364.0500
F: 800.260.9199 / 262.364.0550

Illinois Office
P: 847.362.9860
F: 847.362.9861
Michigan Office
P: 248.888.9911
F: 248.478.9811
Minnesota Office
P: 651.405.8500
F: 800.260.9199
Missouri Office
P: 314.709.0012
F: 800.260.9199
Ohio Office
P: 317.417.3629
F: 800.260.9199

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

July 18, 2018

Dear Mr. William Kelly,

Mr Kelly,

Hastings Air Energy Control will hold prices at current levels for sole source contract 26941 through the approved extension period of 3-28-2019 upon confirmation of extended funding and timely payments of outstanding and ongoing invoices.

Sincerely,

Kevin Rohde

GM- Hastings Air Energy Control, Inc.



HASTINGS
an energy control, inc

5500 South Westridge Drive
New Berlin, WI 53151 7000

P: 800.236.8450 / 262.364.0500
F: 800.260.9199 / 262.364.0550

Illinois Office
P: 847.362.9660
F: 847.362.9661
Michigan Office
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F: 248.478.9911
Minnesota Office
P: 651.405.8500
F: 800.260.9199
Missouri Office
P: 314.709.0012
F: 800.260.9199
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F: 800.260.9199

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

August 9, 2018

Dear Mr. William Kelly,

Mr Kelly,

Hastings Air Energy Control is the sole provider of Plymovent vehicle exhaust equipment in the Midwest region. Hastings Air Energy Control is also the sole provider of installation, repair and maintenance of these systems. This has been demonstrated with the 15 + year history of quality performance for the City. I have attached two documents from Plymovent Corporation supporting these statements

Sincerely,

Kevin Rohde
GM- Hastings Air Energy Control, Inc.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 121478

Date of This Filing: 01/10/2018 11:40 AM

Certificate Printed on: 01/10/2018

Original Filing Date: 01/09/2018 09:45 AM

Disclosing Party: Hastings Air Energy Control, Inc
Title: Business Development Agent

Filed by: Mr. Doug Young

Matter: Plymovent Exhaust Extraction System,
Quarterly Inspections, Preventive Maintenance
Applicant: Hastings Air Energy Control, Inc
Specification #: 94134
Contract #: 26941

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 <http://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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2018

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

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

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME: Nicole Kamke PHONE (A/C, No, Ext): (414) 221-0332 1332 FAX (A/C, No): (262) 717-9436 E-MAIL ADDRESS: nkamke@robertsonryan.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hastings Air Energy Control Inc 5555 S Westridge Dr New Berlin, WI 53151-7900	INSURER A : The Cincinnati Insurance Company NAIC # 10677	
	INSURER B : The Cincinnati Casualty Company 28665	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0223726	01/01/2017	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		EBA 0223726	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0223726	01/01/2017	01/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	EWC 0424405	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equip			EPP 0223726	01/01/2017	01/01/2020	Leased or Rented \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
McDonagh Demolition Inc; and the Fleet and Facilities Managment of the City of Chicago are listed as additional insured under the general liability on a primary and non-contributory basis and additional insured under the auto liability ATIMA. The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with or permit from the City of Chicago. A waiver of subrogation in favor of the additional insureds applies under the general liability and workers compensation. Umbrella liability is follow form.

CERTIFICATE HOLDER **CANCELLATION**

City of Chicago Department of Procurement Services 121 N LaSalle St, #806 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



HASTINGS
air energy control, inc.

5555 South Westridge Drive
New Berlin, WI 53151-7900

P: 800.236.8450 / 262.364.0500
F: 800.260.9199 / 262.364.0550

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F: 800.260.9199
Missouri Office
P: 314.709.0012
F: 800.260.9199
Ohio Office
P: 317.417.3529
F: 800.260.9159

July 18, 2018

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

Dear Bill,

RE: MBE compliance Good Faith Effort

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

The contract (PO26941) was awarded as a sole source contract because Hastings was the only company in the Midwest that was able to procure Plymovent parts and accessories and to perform services through Plymovent certified technicians. However, at the City's request, Hastings agreed to revise our business structure to allow for a certified MBE firm to receive compensation equal to 20% of the contract value. This MBE participation requirement was imposed upon Hastings with no additional funding. Hastings objected, but finally accepted the contract with the intention to make a good faith effort to provide MBE services up to the 20% goal. The new business structure required Hastings to train and supervise third party MBE technicians who were compensated at union rates and paid more in wages than the Hastings technicians they were partnered with. Hastings' fully burdened billable labor rate is \$135.00 per hour including all labor, overhead, administration, etc. The union rate from our MBE is from \$104.26- \$200.70 cost to Hastings.

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

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

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

In summary, we have made a good faith effort to provide services in the existing contract to an MBE without proper funding. We will utilize MBE resources for the remaining work on this agreement when the appropriate additional funding is approved or if a request by the City to reduce services is received. To date, Hastings has outsourced more than 17% of the contract spending to an MBE firm at a significant loss to our bottom line. We have learned much over the term of this contract and we are confident that we will be fully compliant with our MBE goals if we are permitted to continue services under a new contractual agreement. We will continue to maintain the systems that keep the Firefighters safe and the municipal garage workers safe. We will continue to work to keep the air safe from toxic fumes in your fire station facilities to serve the Firefighters, other station personnel and the visitors to those stations, including school children visitors. We are removing the group 1 carcinogen associated with diesel smoke.

Best regards,



Kevin Rohde
General Manager
Hastings

PLYMOVENT®
clean air at work

February 13, 2018

To Whom It May Concern,

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

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

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

Kindest regards,
PLYMOVENT CORP.



Brad Pitzl
President/General Manager

This is to Certify
that representatives from

Hastings Air Energy Controls

have successfully
completed the

Plymovent

factory certification training program
regarding the proper installation, repair and maintenance of
Plymovent Fire House Emergency Apparatus Diesel
Exhaust Removal Systems.

Hastings Air Energy Controls is qualified to
install, adjust, service, and supervise installations of
Plymovent Diesel Exhaust Removal Systems for use in
Fire House Apparatus Bays and Municipal maintenance facilities in
the States of Wisconsin, Northern Illinois, Michigan, Indiana, Ohio
and Kentucky.

Certification is valid for one year from January 1st, 2018.

Bryan Reeves, Fire/EMS Segment Manager



Plymovent Exhaust Extraction Business Unit