



**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 Office of Emergency, Management and Communication (OEMC)	Originator Name Tamie Perea	Telephone 312-746-9417	Date October 2, 2017	Signature of Application Author
Contract Liaison Lylianis Gonzalez	Email Contract Liaison lylianis.gonzalez@cityofchicago.com	Telephone 312-746-9421		

List Name of NCRB Attendees/Department Tamie Perea, OEMC Frank Lindbloom, OEMC Lisa Clark, OEMC Lylianis Gonzalez, OEMC	Rosemary McDonnell, OEMC
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Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Wright Line LLC.

Contact Person: Melinda Maxwell	Phone: 330-242-6393	Email: melindamaxwell@eaton.com
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Project Description: New Non-Competitive Review Board (NCRB) Contract request with Wright Line LLC for the Repair of Existing Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventative Maintenance for the OEMC 911 Center.

This is a request for: <input checked="" type="checkbox"/> New Contract <u>Contract Type</u> <input checked="" type="checkbox"/> Blanket Agreement Term: <u>60</u> (# of mo) <input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Amendment / Modification <u>Type of Modification</u> <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: _____ Modification Number: _____
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Department Request Approval DEPARTMENT HEAD OR DESIGNEE Frank Lindbloom PRINT NAME	10/6/17 DATE	Recommended Approval BOARD CHAIR PERSON Rich Butler PRINT NAME	3-23-18 DATE
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(FOR NCRB USE ONLY)
Recommend Approval/Date: _____
Return to Department/Date: _____
Rejected/Date: _____

Rich Butler
3/23/18

Approved Rejected

CHIEF PROCUREMENT OFFICER

3/26/18
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. Describe the requirement and how it evolved from initial planning to its present status.

The City does not have a contract for the purchase and repair of the OEMC's 911 Console workstations. There are approximately 160 consoles for the 911 Operations Floor and in the Emergency Operations Center. The request is for the repair, purchase of replacements parts and preventive maintenance of the 911 console workstations. They are used 24/7/365 by 911 Call Takers and Dispatch Operators. OEMC's requirement is to establish a cost effective contract that provides proper maintenance and warranty to maintain the consoles.

These 911 consoles workstations were purchased under a contract with Blackwell Consulting Services LLC, (PO 20275). Blackwell utilized Wright Line LLC as their subcontractor to provide all the 911 console furniture. This contract ended after the contract was amended from parts and repair contract to "parts only" contract. The vendor requested to terminate the contract.

The OEMC had no further means to repair and maintain the consoles. The OEMC went out for a competitive bid for a new contract on October 26, 2015 (Specification 130768) with bids due November 24, 2015, titled, "Repair of Existing Eaton/Wright Line Consoles and Purchase Replacement Parts." There was one (1) bidder, Eaton/Wright LLC, who took numerous exceptions. Upon OEMC's review and recommendation of the bid tabulation, the Department of Procurement (DPS) rejected the bid. DPS sent a Bid Rejection Notice to Eaton/Wright LLC on January 21, 2016. The OEMC has been working on options for a long term contract since the bid was rejected.

OEMC currently purchase parts and repairs for the 911 console through the Department of Procurement Services (DPS) using the Exhibit B process.

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

This is a first time requirement. The City of Chicago does not have a current contract for installation, replacement parts, repairs of existing damaged parts and preventative maintenance for the 911 console. Wright Line is the Authorized manufacturer for these consoles and installation must be done by an authorized installer of Wright Line and substitutions cannot be used.

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

OEMC advertised for a competitive bid for these services on October 26, 2015 with Specification No.130768. There was one (1) bidder, who took numerous exceptions, which was Eaton/Wright LLC. Upon OEMC's review and recommendation, DPS rejected the bid.

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

The original contract with Blackwell Consulting Services LLC provided all the consoles through Eaton/Wright Line. There are no other companies that can manufacture parts and provide replacement parts and repair services. A competitive bid is not an option, since no other company can provide the same parts as well as authorized to install those parts. Wright Line LLC is the only company authorized for repairs and install replacement parts.

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

OEMC anticipates that these services continue in the future. Wright Line LLC is the authorized manufacturer and installer of the 911 consoles furniture replacement parts and their repairs.

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



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No, future competitive bids are not possible. Wright Line is the original manufacturer of the console workstations. Any work not done by Wright Line with their authorized installers and parts can compromise the consoles.

ESTIMATED COST

1. What is the estimated cost for this requirement?

The OEMC anticipates spending \$507,259.00 for the sixty (60) month Term Contract Agreement.

The Funding source is 017-0100-0584105-0340

2. What is the estimated cost by fiscal year?

The estimated cost is approximately \$101,451.80 per year.

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

The estimated cost is based on OEMC's usage through the past year. The Contract will also consist of monthly preventative maintenance. Wright Line LLC has provided a quote for these services.

4. Explain whether the proposed Contractor or the City has 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.

The custom design and implementation of the console workstations for the 911 Communication Center was part of the contract with Blackwell. This contract was the City's initial investment to implement new consoles throughout the OEMC's 911 Operations Floor and Emergency Operations Center. Wright Line LLC was the subcontractor to provide the console workstations. Also, providing parts to repair and/or replace consoles. These consoles cannot be substituted by any other company. There are no other vendors that can provide the same original parts. Our cost savings with a Contract is greater than considering to replace the entire 911 Communication Center consoles.

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

The pricing is fixed at \$507,259.00 for a sixty (60) month Term Contract Agreement. There was no price negotiation because the prices are fixed to their services. OEMC negotiated pricing based on the addition of preventative maintenance.

SCHEDULE REQUIREMENTS

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

The OEMC has researched vendors that can provide these parts needed to repair and replace consoles. A competitive bid was advertised, but the only bid received was Wright Line LLC.

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.

N/A

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

These console workstations are a critical component of our 911 Communications Center. They are used 24/7/365 by 911 Call Takers and Dispatch Operators. Under this Contract, the OEMC will maintain the consoles and have parts available for repair and replacement within 72 hours of requested services. Wright Line LLC has the experience working with our consoles, but more specifically working within our emergency environment.

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



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While the reason for not competitively bidding these services is not to expedite the process, but rather based on the unique qualifications of the vendor, the timing of the transition and the parts they solely carry are critical for specified reasons. This request will guarantee OEMC sixty (60) months for a Term Contract Agreement with Wright Line LLC.

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 exclusive or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.

N/A

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

Wright Line LLC is the authorized manufacturer and installer of the console parts. No other vendor can provide the necessary replacement parts for the console workstations.

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

Wright Line LLC was a subcontractor under the contract with Blackwell Consulting Services LLC to provide the console workstations furniture and parts. We have been obtaining services from Wright Line LLC through the Exhibit B process. Wright Line LLC is the authorized manufacturer for the parts to repair and replace the consoles.

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

Wright Line LLC provided the initial installation as well as repairs and replacements parts for all of our consoles at OEMC. Wright Line has the experience of installing consoles, replacement of parts. They have the necessary personnel to work with these specific parts that they provide, 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?

Wright Line LLC is a sole authorized manufacturer for the parts to repair and replace damaged consoles. They have the ability to have console parts at OEMC within a timely manner to repair or replace console parts that are damaged. As the only provider for these parts they are the only vendor to repair and replace parts for the consoles not to interrupt the emergency environment. A long term contract for repairs and replacement of such parts is more cost saving than the Exhibit B's we have been using to provide the services required.

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

Wright Line LLC is a sole authorized manufacturer for the parts necessary to repair and replace damaged consoles. These include console workstation components and accessories that are exclusive to Wright Line LLC. Substitution of these parts can compromise the integrity of the furniture console workstations that are used in an emergency environment.

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

Competition is not precluded due to patent rights, copyrights, etc. These console workstations were the original consoles installed with Blackwell Consulting Services LLC, Contract No. 20275. Blackwell used Wright Line as a subcontractor to provide the console workstations.

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.

Wright Line LLC is the only authorized manufacturer for the parts to repair, replace and install that are specific to



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these consoles. Substitution or replacement for these consoles cannot be obtained by any other source other than Wright Line LLC. Wright Line LLC is the only authorized company to provide replacement parts, and installation.

OTHER

Applicable Supporting Documents

Wright Line LLC as a Sole Entity of Eaton Corporation Notice – submitted for reference only



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.




OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

Richard Butler, First Deputy Procurement Officer
THE DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Alicia Tate-Nadeau, Executive Director
**THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)**

DATE: October 10, 2017

SUBJECT: ***New Non-Competitive Review Board (NCRB) Contract Request***
Repair of Existing Wright Line Consoles, Purchase of Replacement Parts,
Installation and Preventative Maintenance
Specification: **284155** Requisition: **133739**

The Office of Emergency Management and Communications (OEMC) respectfully submits this package for review and approval to the Non-Competitive Review Board (NCRB) for **Repair of Existing Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventative Maintenance.**

The OEMC does not have a current contract for the repairs, purchase of parts, installation and preventative maintenance for the consoles located on the 911 Operations Floor and in the Emergency Operations Center. These current services are being provided by Wright Line LLC under the Exhibit B process. The OEMC is requesting approval from the NCRB to enter into a sixty (60) month contract with Wright Line LLC. All replacement parts must be provided by Wright Line LLC. These consoles are to be repaired with high quality and durable materials. Wright Line LLC will provide monthly preventative maintenance services which includes; inspection of product integrity, adjustments, and replacement parts, if required.

These consoles are a critical component of OEMC's 911 Communication Center and must be maintained accordingly. They are used 24/7/365 by 911 Call Takers and Dispatch Operators.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

HISTORY

The original consoles were provided under Blackwell Global Consulting Services, Inc., in 2009, Contract 20275. Blackwell Global Consulting Services, Inc. amended the contract from "parts and repair" to "parts only". The vendor requested to terminate the contract. The OEMC had no further means to repair and maintain the consoles. Blackwell subcontracted Wright Line LLC to re-design, install and provide maintenance for the consoles at the OEMC. Wright Line LLC is the authorized provider with exclusivity to the parts and to repair these consoles.

The OEMC went out to bid for a new contract on October 26, 2015 (Specification 130768) with bids due November 24, 2015. There was one (1) bidder, who took numerous exceptions. Upon OEMC's review and recommendation, The Department of Procurement (DPS) rejected the bid. The OEMC has been working on options for a long term contract since the bid was rejected.

SCHEDULE OF COMPENSATION

The anticipated costs will be \$507,259.00 for sixty (60) month Term Contract Agreement. This includes repairs, replacement parts, installations and preventative maintenance services.

CONTRACT DURATION PERIOD

The OEMC is requesting an approval for a sixty (60) Month Sole Source Contract Term Contract.

SUPPORTING DOCUMENTATION

In support of this request, please find the attached:

1. Non-Competitive Review Board (NCRB) Application
2. DPS Project Checklist
3. Signed Scope of Work
4. Wright Line LLC Sole Source Justification Letter
5. Wright Line LLC Sole Source Price Quotation Letter
6. Compliance Concurrence Sole Source Memo
7. Wright Line LLC Compliance Plan
 - Subcontractors' Schedules C1 and Certification Letters
 - Subcontractors' Schedule D1
8. Certificate of Insurance
9. Economic Disclosure Statement (EDS) Certificate of Filing
10. Applicable Supporting Documents
 - Wright Line LLC as a Sole Entity of Eaton Corp. Notice – submitted for reference only



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

If you should have any questions, please contact Lylianis González at (312)746-9421. Thank you for your assistance.

Prepared by:


Lylianis González
Contract Coordinator

cc: Frank Lindbloom, OEMC Administration

Enclosure(s)

Project Checklist

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

Date:
October 2, 2017

Department Name:
OEMC

Requisition No: 133739 **Specification No:** 284155

PO No: **Modification No:**

Contract Liaison:
Lylianis Gonzalez

Telephone:
312.746.9421

Email:
lylianis.gonzalez@cityofchicago.org

Project / Program Manager:
Tamie Perea

Telephone:
312.746.9417

Email:
tamie.perea@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**
Lylianis Gonzalez

Check One:
 New Contract Request

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

Project Title:
Repair of Existing New Contract with Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventive Maintenance.

Project Description:
The OEMC requests a Non-Competitive Review Board (NCRB) Contract for sixty (60) Month Term Agreement Contract to Repair, Purchase of Replacement Parts, Installation, and Preventive Maintenance for the Consoles located on our 911 Operations Floor and in our Emergency Operations Center.

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	017	0100	058	4105	0340	220340			\$507,259.00

***Project / Program Manager Signature**
Tamie Perea

***Commissioner/Authorized Designee Signature**
[Signature]

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

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): 60 Months

Extension Options (Rate of Recurrence):

Estimated Spend/Value: \$ 507,259.00

Procurement Method:

Bid RFP RFQ RFI
 Small Order

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): _____

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: Wright Line LLC.

Contact: Melinda Maxwell

Address: 160 Gold Star Blvd., Worchester, MA 01606

E-mail: melindamaxwell@eaton.com

Phone: 330-242-6393

Risk Management / EDS

Insurance Requirements (included) Yes No
EDS Certification of Filing (included) Yes No

REPAIR OF EXISTING WRIGHT LINE CONSOLES, PURCHASE OF REPLACEMENT PARTS, INSTALLATION AND PREVENTATIVE MAINTENANCE

SCOPE OF WORK AND DETAILED SPECIFICATION

The Contractor will provide Repair of Existing Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventative Maintenance for the 911 City of Chicago Communication Center. In addition, the Contractor will furnish and deliver replacement parts, whether purchased separately or in conjunction with repair service, all in accordance with the terms and conditions of this specification.

The Consoles are located at the Office of Emergency Management and Communications (OEMC) 911 Center on the Operations Floor and the Emergency Operations Center (EOC). There are approximately 160 consoles, which require repair, replacement parts, installation and preventative maintenance. The Contractor must provide work site inspection of equipment. These consoles are a critical component of our 911 Communications Center, and are used 24/7/365 by our 911 Call Takers and Dispatch Operators.

REPLACEMENT PARTS

The replacement parts will meet all appropriate industry standards, such as those established under the Americans with Disabilities Act, American National Standards Institute, American Society for Testing and Materials, Underwriters Laboratories, as well as any applicable regulatory standards. The OEMC designee will notify the Contractor by purchase order approval or written and/or verbal notification in emergency cases with the location and description of the type of repair and/or replacement part(s). The Contractor will reply within 24 hours and be on site within 72 hours with the parts to repair and/or replace the console(s).

REPLACEMENT PARTS INVENTORY

The Contractor must maintain an inventory of replacement parts at the designated inventory facility. The OEMC inventory facility must be equipped with, but is not limited to the following: fire detection equipment, smoke detectors, sprinklers, and fire extinguishers. Any breach of security affecting the OEMC console parts must be reported to the OEMC Project Manager over Facility Management upon discovery. The Contractor must provide adequate pest control of the storage area where the City materials are kept. Pest control must consist of the prevention and/or elimination of any pest infiltration at the OEMC inventory facility. The Contractor will incur all costs associated with the replacement of parts due to pest damage, and incur all costs if parts are damaged at our inventory facility.

The Contractor will deliver the ordered replacement part(s) to repair and/or install to the OEMC upon purchase order approval or written and/or verbal notification in emergency cases. For Non-emergency replacement, the Contractor must begin the repair services no later than 5 business days of notification. The Department will furnish the Contractor with the location and description of the type of replacement part(s) required. In support of the work provided under this Contract, the Contractor shall ship free of charge. There will be no additional cost to the City of Chicago for freight charges. The name and phone number of a contact person will be provided at the time of notification.

Freight and Insurance Charges

1. Equipment Requiring Repair Service

The Contractor will ship all equipment requiring repair service to the City of Chicago. After repairs have been completed the Contractor will ship the repaired equipment back to the City's designated location.

2. Replacement Parts and Related Accessories

The Contractor will ship all replacement parts and related accessories ordered to the designated City location, insured, via a designated shipper. Parts can be stored at City's designated location.

INVENTORY FOR OEMC

The Contractor shall store equipment/parts at the Facility of:
Department of Fleet & Facility Management
Bureau of Facility Operations (OEMC assigned space)
1685 N Throop Street
Chicago, IL 60642-1516

Office of Emergency Management and Communication (OEMC)
Contact: Tamie Perea, Project Manager-Facility Management
Tamie.perea@cityofchicago.org
Phone: 312-656-7512

REPAIR IMPACT ON 911 CENTER OPERATIONS

The Contractor will work closely with the Project Manager to ensure proper shut down of the Computer Aid Dispatch (CAD), Radio and Public Safety Access Point (PSAP) equipment prior to disruption of workstation. All job related debris will be inventoried and disposed of by the contractor. All equipment is required to be in working order within 48 hours of repair.

If any parts become non-functioning during the course of repair then the Contractor must report this immediately to the Project Manager over Facility Management.

AUTHORIZED DEALER/DISTRIBUTOR/RESELLER

The Contractor must be the manufacturer or the authorized dealer/distributor/reseller of the proposed part(s) to be provided and be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacture's related services such as production information and product recall notices.

Authorized Service Provider must provide written documentation that their Field Service Installer is certified by the Contractor. Repair services shall be performed in a workmanlike manner using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs shall be made or returned for corrections at no expense to the City.

SHOP FACILITIES

The Contractor must operate a fully equipped repair shop or service facility and employ certified, personnel who are authorized to perform maintenance and/or repairs on the specified equipment

described herein. Upon request, the shop facility must be open to inspection by City representatives. The shop or service facility must be equipped with the necessary equipment and supply of part(s), either in stock or readily available to properly and expeditiously perform all repair and service operations that may be required. The Contractor's facility must accommodate the anticipated amount of repair service part(s) to the OEMC Consoles and equipment.

SERVICE REQUIREMENTS

Notification

The Department will contact the Contractor by purchase order approval or written and/or verbal notification for any console repair, replacement part and their installation. The Contractor has 24 hours to respond to the Project Manager and be at the OEMC within 72 hours for emergency Field Repairs. For non-emergency Field Repair Services, the Contractor must be on site no later than 5 business days of notification. The Department will furnish the Contractor with the location and description of the equipment to be repaired. The name and phone number of a contact person at the location who will be available for arranging access to the equipment provided at time of notification.

Field Repair Service

The Field Repair Service Contractor shall perform as follows:

- Monday through Friday, 8:00 a.m. to 6:00 p.m.;
- Monday through Friday, 6:01 p.m. to 7:59 a.m.

IRREPARABLE EQUIPMENT

In the event the equipment is irreparable, the Contractor must provide a written explanation of the problem and the Department will take necessary action with regard to the disposition of the equipment along with the Contractor.

CITY'S RESPONSIBILITIES

In support of the services provided under this Contract, the City shall:

- Notified Contractor of equipment to be repaired.
- Detail exact problem/reason for repair and/or installation.

REPAIR PROPOSALS

The Contractor must inspect the equipment and prepare their standard installation Work Order form. Upon receipt of approval from OEMC, in the form of purchase order approval, written and/or verbal notification in emergency cases from the Project Manager, the Contractor can proceed with repairs. In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor shall prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken to the Project Manager over Facility Management.

WORK IN PROGRESS

Work in progress 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 prior to the expiration of the Contract has been completed and accepted by the Department. The City has the right to refuse equipment and cancel the contract at any time.

WARRANTY

The Contractor must furnish and guarantee all repair work for 90 days. The Department will notify the Contractor in writing within a reasonable time of its discovery of a defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by Wright Line, and products which have not been maintenance or operated in accordance with Seller's written instructions.

CLEAN UP

The Contractor must, during the performance of services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site 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.

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 all repair and shall pay for damages to new and existing structures, materials, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under the contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor and its employees, or the Contractor's subcontractors and their employees. However, the Contractor must immediately notify the Project Manager and report the nature and extend of damages prior to commencing any such necessary repairs.

WORK PERFORMED AT CITY FACILITY

Employees

The Contractor's personnel will exercise safe and sound-business practices with the skill, care, and diligence normally shown by professional technicians.

Technical Training

The Contractor and his/her employees must have certification in the repair of the equipment specified herein and have all other applicable licenses and certification requirements where applicable.

Character of Workers

The Contractor will employ only competent and efficient employees and whenever, in the opinion of the Executive Director, Project Manager or authorized representatives of the Department any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Executive Director, remove the employee from the work and will not employ such employee again for the work under this Contract. The Contractor will not permit any person to enter any part of City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the work site to be performed under this Contract. The Executive Director authorized representatives will have the authority to

request that the Contractor remove any worker who proves to be incompetent or negligent in his/her duties.

FUNDING

Funding for this Contract Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

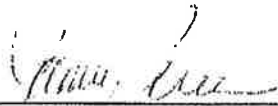
CONTRACT TERM

The Term for this Contract will be sixty (60) months, unless terminated earlier or extended pursuant to the terms this Contract.

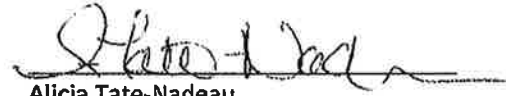
The City will establish the start and expiration dates at the time of formal award and release of this contract.

REVIEW AND APPROVAL

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



Tamie Perea
OEMC
Project Manager



Alicia Tate-Nadeau
OEMC
Executive Director



Powering Business Worldwide

Wright Line LLC
160 Gold Star Blvd
Worcester, MA 01606

September 12, 2017

Alicia Tate-Nadeau
Executive Director
Office of Emergency Management and Communication
1411 W. Madison Street
Chicago, IL 60607

Re: **Sole Source Justification Letter**
*Repair of Existing Wright Line Consoles, Purchase of Replacement Parts,
Installation and Preventive Maintenance Proposal*

Dear Ms. Tate-Nadeau,

Wright Line LLC has provided continued services for your Workstation Consoles at The Office of Emergency and Communication (OEMC). Wright Line is the sole entity of Eaton Corporation and an Authorized Provider. We will provide (OEMC) repairs, replacement parts, installation and preventative maintenance for approximately 160 Workstation Consoles on the 911 Operations Floor and The Emergency Operations Center (EOC) as proposed.

The original contract for these services was awarded to Blackwell Consulting Services, Inc. in 2009. Wright Line was the subcontractor for the re-design and installation of Workstation Consoles and as of today, Wright Line is the only vendor authorized to provide maintenance to the existing consoles at the OEMC. Wright Line is committed to the longstanding partnership with the City of Chicago.

We look forward to working with you and providing updates as we move forward with this process. Our company has provided reliability over a long period of time, assuring rapid response to the OEMC.

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Details of Service

The Extended Warranty and Preventative Maintenance service covers the following:

Console components including:

- Work Surfaces, Tier Walls, Cable Management, Key Board Mechanism/Tray

Lift components including:

- Lift motors, power control modules and control panels

Accessory and Trim components including:

- Lights, light brackets, skins, panels, pole mounts and arms

Storage components (if present) including:

- Storage cabinets, swivel caddies and Docker

Wright Line Scope of Responsibility:

Wright Line will schedule Certified Installers to ensure service is performed per the Scope of Work and Specifications stated by the City of Chicago, Office of Emergency Management and Communication. Wright Line will conduct work in a timely manner respectful of the environment and will provide a service point of contact to the OEMC.

Agreed to and accepted by:

Wright Line LLC.



Matt Brisson

Manager, Installation Services
Wright Line LLC



Powering Business Worldwide

Wright Line LLC
180 Gold Star Blvd
Worcester, MA 01606

March 6, 2018

Alicia Tate-Nadeau
Executive Director
Office of Emergency Management and Communications
1411 W. Madison Street
Chicago, IL 60607

Re: **Sole Source Price Quotation Justification Letter**
Repair of Existing Wright Line Consoles, Purchase of Replacement Parts,
Installation and Preventative Maintenance


Wright Line Initial's Sole Source Price Quotation Letter last line included an amount of \$63,060. This amount remains correct. The Service titled, "MBE/WBE Fee" and the Description titled "Fee for utilizing an MBE/WBE Installation team" should have been revised accordingly to "Installation Management". The cost on that line represents the cost of installation coordination required by both Eaton and our 3rd party installation provider for successful implementation of this plan.

Per our recent Compliance Waiver request, we will utilize InstallNET International, Inc., an Authorized Installer for Wright Line, LLC. InstallNET is not a MBE/WBE participant, although they will service the Installation Management for Labor scheduling installation, repairs, labor and other related work as necessary.

Please pardon our initial submission, and the lack of correct descriptions. The Sole Source Price Quotation Letter has been revised with the correct description for your approval.

Regards,

Wright Line LLC



Matt Brisson

Manager, Installation Services
Wright Line LLC

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Powering Business Worldwide

Wright Line LLC
180 Gold Star Blvd
Worcester, MA 01606

March 6, 2018

Alicia Tate-Nadeau
Executive Director
Office of Emergency Management and Communication
1411 W. Madison Street
Chicago, IL 60607

Re: **Sole Source Price Quotation Letter**
Repair of Existing Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventative Maintenance Proposal for Platinum Package

Service	# of Units	Description	Terms	Monthly Cost	Annual Cost	Per Unit Monthly	Per Unit Annually	Total
Replacement of faulty Keyboards Mechanisms	160	Keyboards mechanisms were identified as needing replacement during the inspection	One-time Cost	N/A	N/A	N/A	N/A	\$17,800
Extended Warranty- Replacement Parts	160	Replacement parts during 5 year term based on age of equipment and planned failure rate. (Includes material staged at site to decrease turnaround time on new parts).	60 Months	\$1,005	\$12,058	\$6	\$75	\$60,291
Preventative Maintenance Labor	160	Monthly visits to check on equipment and perform repairs as needed.	60 Months	\$3,657	\$43,886	\$23	\$274	\$219,428
Reactive Labor	160	Reactive visits based on age of equipment and planned failure rate.	60 Months	\$2,445	\$29,336	\$15	\$183	\$146,680
Installation Management	160	Management for Labor Scheduling Installation, Repairs, and labor.	60 Months	\$1,051	\$12,612	\$7	\$79	\$63,060
TOTAL				\$8,158	\$97,892	\$51	\$612	\$507,259

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Type of Service	Description
*Platinum Service Plan	-Full parts + Labor coverage for all related component failures during plan's term. -Monthly Preventative Maintenance visits which includes: Inspection of product integrity, adjustments, and replacement parts if needed.

Agreed to and accepted by:

Wright Line LLC



Matt Brisson

Manager, Installation Services
Wright Line LLC

CONTRACT INSURANCE REQUIREMENTS - REVISED
Office of Emergency Management and Communications

Repair of Existing Eaton/Wright Line Consoles and Purchase of Replacement Parts

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages 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 \$500,000 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 insureds, 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 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, the 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 for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Professional Liability

When any system technicians, engineers, EDP professionals or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. 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 two (2) years.

5) Property

The Contractor is responsible for any damage to City property at full replacement cost during inspection, equipment testing, maintenance and/or repairs of the OEMC 911 Line Consoles, any equipment, components including replacement parts and materials that are part of the Contract while in the care, custody and control of the Contractor or loss to any City property as a result of this Contract.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, 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 must 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.

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 the insurance required from subcontractors.

If Contractor or subcontractor desire 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 provided they do not exceed the above requirements.



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED EATON US HOLDINGS, INC., EATON CORPORATION PLC, EATON CORPORATION AND ALL OTHER DIVISIONS SUBSIDIARIES AND CONTROLLED ASSOCIATE COMPANIES THAT ARE PART OF EATON OR COOPER INDUSTRIES EATON CENTER 1000 EATON BOULEVARD CLEVELAND, OH 44122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

EATON CORPORATION:

ADDITIONAL INSURED

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY.

WAVIER OF SUBROGATION

WAIVER OF SUBROGATION IS APPLICABLE TO GENERAL LIABILITY, AUTO LIABILITY, & WORKERS COMPENSATION, WHERE REQUIRED BY WRITTEN CONTRACT.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

THE OFFICE OF THE EXECUTIVE DIRECTOR

TO: Jamie Rhee, Chief Procurement Officer
The DEPARTMENT OF PROCUREMENT SERVICES (DPS)

Richard Butler, First Deputy Procurement Officer
The DEPARTMENT OF PROCUREMENT SERVICES (DPS)

Monica Jimenez, Deputy Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM:

Alicia Tate-Nadeau, Executive Director
THE OFFICE OF EMERGENCY MANAGEMENT
AND COMMUNICATIONS (OEMC)

DATE: March 8, 2018

SUBJECT: Concurrence to Approve Request for **"No Stated Goals"**
Non-Competitive Review Board (NCRB) Sole Source for Wright Line, LLC
Repair of Existing Wright Line Consoles, Purchase Replacement Parts,
Installation and Preventative Maintenance
Specification: **284155** Requisition: **133739**

The Office of Emergency Management and Communications (OEMC) respectfully submits a request for Minority and Women Business Enterprise (M/WBE) Compliance approval of "No Stated Goals" for the Non-Competitive Review Board (NCRB) Sole Source contract for "Repair of Existing Wright Line Consoles, Purchase Replacement Parts, Installation and Preventative Maintenance."

The OEMC received a letter from Eaton/Wright Line, LLC, dated; January 22, 2018 requesting a Compliance Waiver, for "No Stated Goals" and the OEMC concurs with their request.

The OEMC originally received a full Compliance Plan from Wright Line, LLC, which was submitted to DPS during the NCRB Sole Source process of 25% MBE commitment with Pace Systems Inc. and 7% WBE commitment with TechServ. Unfortunately, along the process of the Non-Competitive Review Board (NCRB) Sole Source these subcontractors have regrettably requested to no longer pursue the opportunity to work with Wright Line due to lack of manpower. Wright Line has been researching possible subcontractors that are MBE/WBE participant and that are Authorized Installers to their replacement of parts, repairs, installation, and preventative maintenance consoles.



OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
CITY OF CHICAGO

Wright Line will utilize subcontractor InstallNET International Inc., which can successfully provide the work within the guidelines, but it is not a MBE/WBE participant. InstallNET is an Authorized Installer and has a Service Agreement with Wright Line. Wright Line has demonstrated the outreach to seek M/BE/WBE Authorized Installer participation. They have shown a good faith effort to meet the compliance requirements.

These consoles are a critical component of our 911 Communications Center. They are used 24/7/365 by our 911 Dispatch Operators and Call Takers and house our 911 Emergency Communications System. They are an integral part of the 911 center.

Therefore, the OEMC concurs with Wright Line, LLC, and respectfully requests the approval and consideration for "No Stated Goals."

If you should have any questions, please contact Lylianis Gonzalez at (312) 746-9421. Thank you.

cc: Frank Lindbloom, OEMC Administration
Tamie Perea, OEMC Facilities
Lisa Clark, OEMC Contracts
Rosemary McDonnell, OEMC Contracts

Attachment(s)



Powering Business Worldwide

Wright Line LLC
160 Gold Star Blvd
Worcester, MA 01606

March 21, 2018

Alicia Tate-Nadeau
Executive Director
Office of Emergency Management and Communication
1411 W. Madison Street
Chicago, IL 60607

Re: **Request for "No Stated Goals"**
Repair of Existing Wright Line Consoles, Purchase of Replacement Parts, Installation and Preventive Maintenance Proposal for Platinum Package

Wright line identified 2 WBE/MBE subcontractors for purposes of using them for Extended Warranty work at OEMC, following approval of the agreement terms.

We were notified in early January by both Pace Systems and Tech Serv that neither would be able to participate in this forecasted work due to lack of man power. This notification was abrupt and not expected. However, the Eaton/Wright Line team initiated another search for subcontractors that would qualify. After an extended search, Wright Line identified installNET as a source that could successfully provide this work to the OEMC and meet Eaton/Wright Line guidelines. installNET is not an WBE or MBE owned entity.

At this point, we have explored all viable WBE/MBE options to perform this work at OEMC and would like to request for "No Stated Goals".

Regards,

Wright Line LLC



Matt Brisson

Manager, Installation Services
Wright Line LLC

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CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 120209

Date of This Filing:02/20/2018 03:23 PM

Certificate Printed on: 02/20/2018

Original Filing Date:12/06/2017 08:22 AM

Disclosing Party: Wright Line LLC

Title:Business Unit Controller

Filed by: Daniel Williams

Matter: Repair of Existing Wright Line
Consoles and Purchase of replacement parts,
Installation and preventative maintenance

Applicant: Wright Line LLC

Specification #: 284155

Contract #: TBD

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.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 120209**

SECTION I -- GENERAL INFORMATION

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

Wright Line LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

160 Gold Star Boulevard
Worcester, MA 01606
United States

C. Telephone:

508-926-6097

Fax:

Email:

danielawilliams@eaton.com

D. Name of contact person:

Daniel Williams

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

03-0471268

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

Repair of Existing Wright Line Consoles and Purchase of replacement parts, Installation and preventative maintenance

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

284155

Contract (PO) Number

TBD

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

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

No

State or foreign country of incorporation or organization:

Delaware

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

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

No

B. CERTIFICATION REGARDING CONTROLLING INTEREST

1.b.1 Are there any individuals who directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

1.b.3 Are there any legal entities that directly or indirectly control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.4 List all legal entities that function as general partners, managing members, managers, and any others who directly or indirectly control the day-to-day management of the Disclosing Party. Each legal entity listed below must submit an EDS on its own behalf.

Name: Eaton Corporation
Title:
Business Address: 1000 Eaton Blvd
Beachwood, OH 44122 United States

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that

would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Eaton Corporation - 100% - EDS 120258

Owner Details

Name	Business Address
Eaton Corporation	1000 Eaton Blvd Beachwood, OH 44122 United States

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

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

No

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

No

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

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

Yes

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

Name: InstallNET
Anticipated/Retained: Anticipated
Business Address: 2127 Espey Court, Suite 300
Crofton, MD 21114 United States
Relationship: Subcontractor - non MWDBE
Fees (\$\$ or %): 50%
Estimated/Paid: Estimated

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

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

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

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

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

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

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

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

I certify the above to be true

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

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

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

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided

in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

No

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, [MCC Chapter 2-156](#), imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in

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

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

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

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

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

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party.

"Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

ADDITIONAL INFO

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

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained

in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 02/20/2018

Daniel Williams

Business Unit Controller

Wright Line LLC

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



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 120258

SECTION I -- GENERAL INFORMATION

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

Eaton Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity currently holding an interest in the Applicant

The Disclosing Party holds an interest in

Wright Line LLC and EDS is 120209

B. Business address of the Disclosing Party:

1000 Eaton Blvd
Beachwood, OH 44122
United States

C. Telephone:

508-926-6097

Fax:

Email:

danielawilliams@eaton.com

D. Name of contact person:

Daniel Williams

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

34-0196300

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Publicly registered business corporation

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

No

State or foreign country of incorporation or organization:

Ohio

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

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

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

Yes

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

Officer/Director:	Craig Arnold
Title:	Chairman & CEO
Role:	Both

2. Ownership Information

Please confirm ownership information concerning each person or entity that having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited

liability company, or interest of a beneficiary of a trust, estate, or other similar entity.
Note: Each legal entity below may be required to submit an EDS on its own behalf.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

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

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

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

No

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

No

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

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

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

I certify the above to be true

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

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

I certify the above to be true

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

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

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

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

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

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

I certify the above to be true

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may

make any contract entered into with the City in connection with the Matter voidable by the City.

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

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of Chapter 1-23 (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

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

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

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

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers,

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

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

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

No

If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?

No

ADDITIONAL INFO

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

List of attachments uploaded by vendor

None .

CERTIFICATION

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

/s/ 12/27/2017

Daniel Williams

Business Unit Controller

Eaton Corporation

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